

# **CITY OF HUNTINGTON PARK**

## **City Council**

### **Regular Meeting Agenda**

**Tuesday, September 19, 2017**

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

**Marilyn Sanabria**  
Mayor

**Jhonny Pineda**  
Vice Mayor



**Karina Macias**  
Council Member

**Graciela Ortiz**  
Council Member

**Manuel “Manny” Avila**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](http://www.hpca.gov). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.**

**PLEASE NOTE**--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

### **Public Comment**

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

### **Additions/Deletions to Agenda**

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

### **Important Notice**

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at [www.hpca.gov](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

## **CALL TO ORDER**

## **ROLL CALL**

Mayor Marilyn Sanabria  
Vice Mayor Jhonny Pineda  
Council Member Karina Macias  
Council Member Graciela Ortiz  
Council Member Manuel "Manny" Avila

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

Presentation of a "Proclamation" Presented to the Family of Esperanza "Linda" Marquez in Memory of her Passing

"Certificates of Recognition" to Qualifying Industries in Huntington Park that were in compliance with the County Sanitation Districts of Los Angeles County's 2016 Industrial Waste Water Discharge Requirements and Making the "Good Corporate Citizens" list

## **PUBLIC COMMENT**

*Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.*

## **STAFF RESPONSE**

## **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

## **OFFICE OF THE CITY CLERK**

### **1. Approve Minute(s) of the following City Council Meeting(s):**

1-1 Regular City Council Meeting held September 5, 2017.

## **FINANCE**

### **2. Approve Accounts Payable and Payroll Warrants dated September 19, 2017**

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **FINANCE**

**3. Approve a Professional Services Agreement (PSA) with General Payment Systems, Inc. for Kiosk Payment Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Professional Services Agreement with General Payment Systems, Inc., for kiosk payment services;
2. Approve Superior Fusion add on quote for the interface between General Payment Systems, Inc., and the City of Huntington Park relating to kiosk payment services; and
3. Authorize City Manager to execute the agreement.

**4. Approve a Professional Services Agreement for an Electronic Document Management System**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Professional Services Agreement between ECS Imaging, Inc. and the City of Huntington Park relating to the implementation and maintenance of an electronic document management system; and
2. Authorize City Manager to execute the agreement.

### **COMMUNITY DEVELOPMENT**

**5. Consideration and Approval of Professional Services Agreement with Mid-Cities Grants LLC. for Community Planning and Development Programs and HOME Investment Partnership Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Professional Services Agreement with Mid-Cities Grants LLC for consulting services for community planning and development programs and HOME investment partnership program; and
2. Authorize City Manager to execute the agreement.

## **REGULAR AGENDA (CONTINUED)**

### **POLICE**

**6. Continued from the City Council Meeting of September 5, 2017 - Completion of Information Technology Project for the Police Department**

**- INFORMATION ONLY -**

1. LAN WAN, the City's current contract IT service provider, will transfer servers & server data from a replaced Storage Area Network (SAN) to a newly purchased Storage Area Network (SAN).

**7. Approve Fiscal Year (FY) 2017-2018 Selective Traffic Enforcement Program (STEP) Grant Agreement**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$140,000 and budget appropriation in revenue account #224-0000-335.30-96 to reflect reimbursable revenue from grant;
2. Authorize the Chief of Police and Interim Finance Director to execute the Standard Agreement for FY 17-18 Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Authorize budget appropriation of \$140,000 to the Office of Traffic & Safety Fund.

### **PUBLIC WORKS**

**8. Discussion and/or Action - Update on Pacific Boulevard Project**

**- INFORMATION ONLY -**

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS (CONTINUED)**

9. **Continued from the City Council Meeting of September 5, 2017 - Approve Parking Pay Station Contract Change Order (CCO) No. 1, Approve Customer Agreement with T2 Systems Canada, Inc., for Pay Stations Digital “IRIS” Software Service and Approve LGP Equipment Rental, Inc. Invoices**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve Contract Change Order (CCO) No. 1 in the amount of \$8,129.43 for FY 2016-2017 and authorize City Manager to execute the Contract Change Order;
2. Approve Digital “Iris” software customer agreement with T2 Systems Canada, Inc., authorize City Manager to execute agreement and approve additional appropriation of \$27,000 for software for FY 2017-2018 to account 231-8010-415.56-41; and
3. Approve expenditure in the sum of \$5,790.94 for FY 2016-2017 to LGP Equipment Rental, Inc., for Invoice #100119 & #100269 totaling \$5,790.94 for rental of message boards.

10. **Discussion and/or Action On Implementation of Fuel Hardware and Software for Fueling City Vehicles**

#### **- INFORMATION ONLY -**

1. Deployment of EJ Ward Fuel Terminal, Hose Module, Fuel Tags and CANceiver Kits.

11. **Resolution Approving Agreement with County of Los Angeles Department of Public Health for Cross-Connection Program Management**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2017-31, approving agreement with Los Angeles County Department of Public Health (DPH) for management of the City’s Cross Connection Program authorizing the County to enforce public health statutes and orders on behalf of the City; and
2. Authorize City Manager to execute agreement.

## **REGULAR AGENDA (CONTINUED)**

### **COMMUNITY DEVELOPMENT**

- 12. Consideration and Approval of a Dance and Entertainment Permit for an Existing Restaurant with On-Sale of Beer and Wine on Property Located at 6030 Santa Fe Avenue, Huntington Park, California, within the Commercial General (CG) Zone**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Consider and approve a Dance and Entertainment Permit request from Edwin Alvarado and Hector Alvarado, owners of Copan Sula Restaurant, to allow dance and live entertainment at an existing restaurant with on-sale of beer and wine located at 6030 Santa Fe Avenue in the Commercial General (CG) zone; or
2. Deny the Applicants' request for a Dance and Entertainment Permit; or
3. Continue the item and request additional information.

## **END OF REGULAR AGENDA**

### **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

- 13. Adoption of the Fiscal Year (FY) 2016-2017 Consolidated Annual Performance and Evaluation Report (CAPER)**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2016-2017 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2017.

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

**Vice Mayor Jhonny Pineda**

**Mayor Marilyn Sanabria**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn in memory of Esperanza “Linda” Marquez, to a Regular Meeting on Tuesday, October 3, 2017, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 14<sup>th</sup> day of September 2017.



Donna G. Schwartz, CMC, City Clerk

## **MINUTES**

### **Regular Meeting of the City of Huntington Park City Council Tuesday, September 5, 2017**

Sergeant at Arms read the Rules of Decorum before the start of the meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, September 5, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel “Manny” Avila, Karina Macias, Graciela Ortiz, Vice Mayor Jhonny Pineda and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Ricardo Reyes, Assistant City Manager; Martha Castillo, Director of Human Resources; Sergio Infanzon, Director of Community Development; Manuel Acosta, Economic Development Manager, Janie Pichardo, Management Analyst and Donna G. Schwartz, City Clerk. ABSENT: Daniel Hernandez, Director of Public Works.

### **INVOCATION**

Invocation was led by Pastor Robert Calvary, Praise Chapel in South Los Angeles.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Pastor Rick Romo, Praise Chapel in Huntington Park.

### **PRESENTATIONS**

Jonathan Flores, Field Representative, Senator Lara’s Office, presented the Young Senators Program and introduced Young Senator’s from Huntington Park who spoke on their experience in the Young Senators Program.

Cesar Campos, Supervisor, Public Engagement, Department of Toxic Substances Control, provided a PowerPoint on an update of the Exide Cleanup Project.

Council presented “Certificates of Appreciation” to various organizations who aided in the success of the First Religious Leaders Community “Co-Ed Basketball Tournament” held July 15, 2017.

Council presented “Certificates of Appreciation” to Anshul Sing, Sathya Sai, International Organization of USA and various organizations who participated in the Medical Camp on July 23, 2017 and Mr. Sing provided a video of the event.

### **PUBLIC COMMENT**

1. Jerry Torres, voiced concern when he calls a number when he sees trash bulky items and the city is going to fine him, wants to know what is going to be done, he’s called the City feels this is an issue.
2. Nick Ioannidis, announced October 28<sup>th</sup> is Immigration Day, commented on a Facebook post, spoke in regards to his life in America, spoke in opposition to Council, noted a letter he is providing Council regarding Immigration Day and states he supports all immigrants.
3. Rodolfo Cruz, spoke on various issues: traffic with charter schools, disconnect of the city and its residents, residential parking, and drugs being sold in parking lot and to kids at junior high schools.
4. Katz Hernandez, commented on the Chinese Exclusion Act of 1882 and DACA.

5. Daniel Sandoval, spoke in opposition to the police department and commented on his arrest and treatment.
6. Jaguar Red Feather, spoke in support of immigrants.
7. Fernando Garcia, feels people are lying to the president, feels a divide, commented on corruption and asked to end it.
8. Arthur Schaper, spoke in opposition to staff, commented on Jeff Sessions, remarked corruption ends, and spoke in opposition to Council. [Mr. Schaper was not addressing the council, turned around and spoke to someone in the audience, Mayor Sanabria gave the woman in blue and gentleman called Red Feather their first warning, and asked Mr. Schaper to address the chair].
9. Elsa Aldeguer, spoke in opposition to DACA, support for the president and feels constitution needs to be followed.
10. Rolando Montalvo, commented on issues he's had in the City, his arrest and treatment by the police, states he gets robbed when he takes his items to the businesses asked what the City is going to do about it, asked what can he do contact the Better Business Bureau, would like most his money back, asked if City is going to respond to him or would he get a fair trial for shooting people that are robbing him.

City Attorney Alvarez-Glasman informed the Council that once public comment is concluded appropriate statements can be made, stated there is threat of litigation and recommended no one make any comment.

### **STAFF RESPONSE**

City Manager Cisneros responded to the last comment regarding businesses and that the speaker is correct to contact the Better Business Bureau and the Police Department for the other issues. Regarding the bulky item concerns, director of Public Works will contact the speaker and that it is the owner's responsibility to keep their park ways clear or a fine will be issued, not by the City but by UPW to pick up items that are left.

City Attorney Alvarez-Glasman responded to comments regarding police activity and encouraged Council and staff to make no comments that the justice system will run its course, there will always be a fair process not only here in the city but also through the judicial process in the courts.

### **CLOSED SESSION**

At 7:27 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Finance
2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: Director of Parks and Recreation

At 8:05 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced closed session items were discussed with all five Council Members present. Item 1) direction was provided to city staff, no action taken, nothing to report. Item 2) City Attorney announced this item was discussed and is also under Regular Agenda, Item 4, and action will be taken then.

## **CONSENT CALENDAR**

**Motion:** Council Member Ortiz motioned to approve consent calendar, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

### **OFFICE OF THE CITY CLERK**

1. Approved Minute(s) of the following City Council Meeting(s):

1-1 Special City Council Meeting held August 8, 2017; and

1-2 Regular City Council Meeting held August 15, 2017.

### **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated September 5, 2017.

### **COMMUNITY DEVELOPMENT**

3. Approved a contract with JK Construction in an amount not to exceed \$30,110 to perform eligible work under the City's HOME Residential Rehabilitation Program, authorized City Manager to approve change orders in an amount not to exceed 10% of the total contract amount and authorized City Manager to execute contract.

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **CITY COUNCIL**

4. **Consideration of Appointment for the Position of Director of Parks and Recreation and Authorization of Mayor to Execute the Employment Agreement**

City Manager Edgar Cisneros presented the item and announced that the City Clerk had copies of the contract for the public.

**Motion:** Vice Mayor Pineda motioned to conclude the recruitment process for the position of Director of Parks and Recreation, approve the appointment of **Cynthia Norzagaray** for the position of Director of Parks and Recreation, authorize the Mayor to execute the Employment Agreement subject to and conditioned upon the successful completion of a medical evaluation and background check, noting the Employment Agreement will be presented to the City Council at the time a candidate is identified for potential employment, subject to the terms and conditions expressed above, seconded by Council Member Macias, Motion passed 5-0, by the following vote.

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

5. **Council Appointments to Youth Commission**

City Manager Edgar Cisneros presented the item.

**Motion:** Vice Mayor Pineda appointed **Alyssa Rivas** to the Youth Commission for an unexpired term ending March 2020.

## COMMUNITY DEVELOPMENT

### 6. Consideration and Approval of an Activity in Public Places Permit for the Greater Huntington Park Area Chamber of Commerce's Annual "Sabor de Mexico Lindo" Street Festival (S17-17)

City Manager Cisneros presented the item.

Council Member Macias recommended vendors at the event to obtain a business license, for the Chambers to make payment to the City within 30 days after the event.

Mayor Sanabria added that any outstanding balance from prior events held by the Chambers be paid within 30 days.

**Motion:** Council Member Macias motioned to approve an Activity in Public Places Permit request from Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, October 6-8, 2017, with the condition that all vendors at the event obtain a business license, for the Chambers to make payment to the City within 30 days after the event and any current outstanding balance from prior events be paid within 30 days, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote.

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

## PARKS AND RECREATION

### 7. Consideration and Approval of General Federation of Women's Club of Huntington Park's Special Events Permit and Request for Fee Waiver for Their 5<sup>th</sup> Annual Domestic Violence and Sexual Assault Conference

City Manager Cisneros presented the item.

**Motion:** Council Member Macias motioned to approve Application for the General Federation of Women's Club of Huntington Park's "Domestic Violence and Sexual Assault Conference", scheduled for October 7, 2017 at the Huntington Park Community Center and approve facility fee waiver request for event, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote.

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

## POLICE

### 8. Approve Annual Renewal of Agreement with Lexipol for Policy Management Software

City Manager Cisneros introduced Cosme Lozano, Chief of Police, who presented the item.

**Motion:** Mayor Sanabria motioned to approve renewal of agreement with Lexipol for Software & Maintenance Services and authorize Chief of Police to execute agreement with direction to staff to see if forfeiture funds can be used, if not, proceed with Council approval, seconded by Council Member Macias. Motion passed 5-0, by the following vote.

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**9. Approve Appropriation of Funds for the Completion of Information Technology Project for the Police Department**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim Finance Director to appropriate an additional budget amount of \$25,920 from the Police Forfeiture Fund #229-7010-421.74.10 to be fully expended on the project described during the current FY 2017/18;
2. Authorize the services of LAN WAN, acting as a single source option, to transfer servers & server data from a replaced Storage Area Network (SAN) to a newly purchased Storage Area Network (SAN); and
3. Authorize Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project.

Cosme Lozano, Chief of Police presented the item.

**Motion:** Council Member Ortiz motioned to table item to next City Council Meeting to give staff time to review the current contract to see if the requested services are part of the existing scope of services, seconded by Council Member Macias. Motion passed 5-0, by the following vote.

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**PUBLIC WORKS**

**10. Approve Variance of Procurement Procedures for Purchase of Gasoline and Diesel Fuel for City Vehicles, Approve Purchase of EJ Ward Fuel Terminal, Hose Module, Fuel Tags, and CANceiver Kits and Approve Purchase of RTA Fleet Management Software**

City Manager Cisneros presented the item.

Council Member Ortiz requested each recommendation 1-4, have separate motions, Council concurred.

**Motion:** 10-1. Council Member Ortiz motioned to approve a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**Motion:** 10-2. Mayor Sanabria motioned to approve award of contract to EJ Ward as a sole source provider for Fueling Solutions in-lieu of typical City procurement requirements, seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**Motion:** 10-3. Vice Mayor Pineda motioned, seconded by Council Member Avila. Motion failed due to substitute motion.

Council Member Ortiz would like to see the fuel tags distributed evenly across departments based on relevancy and asked if staff could work on a process on how to distribute and to see if additional fuel tags need to be purchased.

City Manager suggested proceeding with procurement and for staff to report back on the formula of deployment of fuel tags.

**Substitute Motion:** 10-3. Council Member Ortiz motioned to approve purchase of EJ Ward Fuel Terminal, Hose Module, Fuel Tags and CANceiver Kits, procurement and for staff to report back on the formula of deployment of fuel tags and also to see if additional fuel tags need to be purchased, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

Council Member Ortiz suggested staff look into the current IT contract, scope of services, to see if any hours can be used.

City Manager Cisneros recommended to proceed with procurement of purchase of software and for staff to bring back to Council requested information.

**Motion:** 10-4. Council Member Ortiz, motioned to approve purchase of RTA Fleet Management Software, and directed staff to look at the current IT providers contract "scope of services" and see if any hours can be used, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

**11. Approve Award of Contract Services Agreement to F.M. Thomas Air Condition, Inc. for Heating, Ventilation and Air Condition (HVAC) Maintenance and Unscheduled Maintenance Services**

City Manager Cisneros presented the item.

**Motion:** Council Member Ortiz motioned to approve contract with F.M. Thomas Air Conditioning, Inc., for Heating, Ventilation and Air Conditioning (HVAC) Services and authorize City Manager to execute agreement, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

**12. Approve Additional Budget Appropriation for the Splash Pad Restroom Reconstruction Project at Salt Lake Park and Approve Purchase of Restroom Materials**

City Manager Cisneros presented the item and announced the grand opening of the splash pad is scheduled for Saturday, September 16, 2017.

**Motion:** Council Member Ortiz motioned to authorize additional budget appropriation of \$25,000 and approve purchase of restroom materials from Ferguson Enterprises, Inc. seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**13. Approve Parking Pay Station Contract Change Order (CCO) No. 1, Approve Contract Services Agreement with T2 Systems Canada, Inc., for Pay Stations Digital “IRIS” Software Service and Approve LGP Equipment Rental, Inc. Invoices**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve CCO No. 1 in the amount of \$8,129.43 for FY 2016/17;
2. Authorize City Manager to execute the Contract Change Order;
3. Approve the Digital “Iris” software contract service agreement with T2 Systems Canada, Inc.;
4. Authorize City Manager to execute agreement;
5. Approve additional appropriation of \$27,000 for FY 2017/18 to account 231-8010-415.56-10 for payment of “Iris” software services;
6. Approve expenditure in the sum of \$5,790.94 for FY 2016/17 to LGP Equipment Rental, Inc., for Invoice #10019 & #100269 totaling \$5,790.94 for rental of message boards; and
7. Authorize Interim Finance Director to make the necessary encumbrance, additional appropriations, and adjustments to the City Budget.

City Manager Cisneros presented the item.

**Motion:** Council Member Macias motioned to table the item to next city council meeting, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**14. Approve Budget Appropriation and Allocation of CDBG Funds for the Pacific Boulevard Lighting and Beautification Project**

City Manager Cisneros presented the item.

Discussion by Council ensued regarding items and funds for the project.

City Manager Cisneros stated staff will bring back to Council on the 19<sup>th</sup> an agenda item that will discuss the items, budget and close out of the project.

Vice Mayor Pineda directed staff to add the punch list as part of the item.

**Motion:** Council Member Avila motioned to approve budget appropriation of \$149,767 to the CBDG Fund account 239-8010-431.73-10 and authorize the Interim Finance Director to make the required FY 2017/2018 Budget appropriation and allocation, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**15. Resolution Appointing a Member and Alternate(s) to the Governing Board of the Gateway Water Management Authority (“Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority”)**

City Manager Cisneros presented the item and noted this item is a reappointment.

**Motion:** Mayor Sanabria motioned to adopt Resolution No. 2017-30, reappointing a member and alternate(s) to the governing board of the Gateway Water Management Authority (“Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority”) and reappoint Daniel Hernandez as the primary board member and Christina Dixon, Juan Preciado and Mario Lopez as the alternate(s) board members, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria  
NOES: Council Member(s): None

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

Council Member Manuel “Manny” Avila, encouraged residents to drink a lot of water during the hot weather.

Council Member Graciela Ortiz, announced that on Wednesday, September 6, 2017, the Huntington Park High School is having a modernization meeting at 6:00 p.m. in the high school cafeteria, and wished everyone a good night.

Council Member Karina Macias, thanked staff for all their support, reiterated the grand opening of the splash pad, thanked everyone and wished all a good night.

Vice Mayor Jhonny Pineda, commented on the Pacific Boulevard project and all that has been done, how good it looks for the upcoming parade, hiring of employees to pressure wash the boulevard, code enforcement enforcing requirements with the businesses on the boulevard, noted bulky items on the boulevard, suggested to add a note in the next newsletter to “Keep City Clean”, thanked everyone for attending and wished all a good night.

Mayor Marilyn Sanabria, thanked staff for all their support, all who attended tonight’s meeting, announced the grand opening of the splash pad on Saturday, September 16, 2017, thanked everyone and wished all a good night.

**ADJOURNMENT**

At 9:10 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, September 19, 2017, at 6:00 P.M

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk

## City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	303069-00	111-8020-431.43-10	Buildings - O S & M	304.20
				<b>304.20</b>
ABBA TERMITE & PEST CONTROL	33054	111-7065-441.61-20	Dept Supplies & Expense	195.00
				<b>195.00</b>
AFSCME COUNCIL 36	PPE 8/27/2017	802-0000-217.60-10	Association Dues	727.32
	PPE 9/10/2017	802-0000-217.60-10	Association Dues	727.32
				<b>1,454.64</b>
ALEX J. ESCOBAR	8/29/17	746-0218-413.35-10	Tuition Assistance	1,500.00
				<b>1,500.00</b>
ALL CITY MANAGEMENT SERVICES	50101	111-7022-421.56-41	Contractual Srvc - Other	5,915.00
				<b>5,915.00</b>
ALVAREZ-GLASMAN & COLVIN	2017-07-16307	111-0220-411.32-70	Contractual Srv Legal	35,858.36
	2017-07-16308	111-0220-411.32-70	Contractual Srv Legal	14,879.76
	2017-07-16309	111-0220-411.32-70	Contractual Srv Legal	137.53
	2017-07-16310	111-0220-411.32-70	Contractual Srv Legal	2,485.10
				<b>53,360.75</b>
AMANDA SOTO	65418/65227	111-0000-228.20-00	Deposit Refund	250.00
				<b>250.00</b>
AMERICAN CELEBRATIONS	178097	111-7010-421.61-20	Dept Supplies & Expense	7.34
	178082	111-7010-421.61-20	Dept Supplies & Expense	29.36
	178283	111-0240-466.55-42	Public Events	32.62
				<b>69.32</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 8/27/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
	PPE 9/10/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				<b>213.16</b>
AMERICAN RENTALS INC	404110	111-7010-421.61-20	Dept Supplies & Expense	1,559.38
				<b>1,559.38</b>
ANTONIO POZUELOS	65167/65278	111-0000-347.70-00	Deposit Refund	75.00
				<b>75.00</b>
ARELLANO, AURELIO	19239-22380	681-0000-228.70-00	Utilities Refund	200.00
				<b>200.00</b>
ARROYO BACKGROUND INVESTIGATIONS	1363	111-7010-421.56-41	Contractual Srvc - Other	800.00
				<b>800.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT& T	8/12/17	111-7010-421.53-10	Telephone & Wireless	40.81
				<b>40.81</b>
AT&T	000010053753	111-9010-419.53-10	Telephone & Wireless	3,696.35
	000010042421	111-9010-419.53-10	Telephone & Wireless	200.90
	000010053755	111-9010-419.53-10	Telephone & Wireless	245.36
	000009952201	111-9010-419.53-10	Telephone & Wireless	2.83
				<b>4,145.44</b>
AT&T MOBILITY	X12142016	111-6010-419.53-10	Telephone & Wireless	5.43
				<b>5.43</b>
AT&T PAYMENT CENTER	8/20/17	111-7010-421.53-10	Telephone & Wireless	55.96
				<b>55.96</b>
BARR & CLARK INC	44107	246-5098-463.56-41	Contractual Srvc - Other	318.00
	44108	246-5098-463.56-41	Contractual Srvc - Other	306.00
	44109	246-5098-463.56-41	Contractual Srvc - Other	378.00
	44143	246-5098-463.56-41	Contractual Srvc - Other	345.00
	44160	246-5098-463.56-41	Contractual Srvc - Other	186.00
	44161	246-5098-463.56-41	Contractual Srvc - Other	174.00
	44162	246-5098-463.56-41	Contractual Srvc - Other	162.00
	44379	246-5098-463.56-41	Contractual Srvc - Other	222.00
	44380	246-5098-463.56-41	Contractual Srvc - Other	306.00
				<b>2,397.00</b>
BEHAVIOR ANALYSIS TRAINING	IV00112	111-7010-421.59-20	Professional Develop Post	481.00
	IV00113	111-7010-421.59-20	Professional Develop Post	481.00
				<b>962.00</b>
BISHOP COMPANY	426007	535-8090-452.61-20	Dept Supplies & Expense	743.18
	423194	535-8090-452.61-20	Dept Supplies & Expense	1,315.74
				<b>2,058.92</b>
BLACK AND WHITE EMERGENCY VEHICLES	2003	741-8060-431.43-20	Fleet Maintenance	1,158.67
				<b>1,158.67</b>
BSN SPORTS, LLC	900294794	111-6040-451.61-35	Recreation Supplies	178.88
				<b>178.88</b>
C.L.E.A.R.S. INC.	8/31/2017	111-7010-421.59-15	Professional Development	450.00
				<b>450.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 8/27/2017	802-0000-217.30-10	PERS	33,660.63
	PPE 8/13/2017	802-0000-217.30-10	PERS	33,741.65
	PPE 8/27/2017	802-0000-218.10-10	PERS Employer	17,525.39
	PPE 8/27/2017	802-0000-218.10-10	PERS Employer	40,123.77
	PPE 8/13/2017	802-0000-218.10-10	PERS Employer	17,728.67
	PPE 8/13/2017	802-0000-218.10-10	PERS Employer	40,020.12
				<b>182,800.23</b>
CALIFORNIA RESERVE POLICE	3797	111-7010-421.59-20	Professional Develop Post	1,625.00
				<b>1,625.00</b>
CALPERS	1800	802-0000-217.50-10	Health Insurance	146,773.76
	1800	746-0213-413.56-41	Contractual Srvc - Other	484.35
	1800	217-0230-413.28-00	Health Insurance	149,468.36
	1800	217-0230-413.56-41	Contractual Srvc - Other	535.77
				<b>297,262.24</b>
CANO, JOSE	22323-7980	681-0000-228.70-00	Utilities Refund	154.76
				<b>154.76</b>
CARL WARREN & CO.	1819159	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1819160	745-9031-413.33-70	Contractual Srv 3rd Party	750.00
	1819161	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1819162	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1819163	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1819164	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
				<b>2,625.00</b>
CARLOS LUIS	LKNYMWMYKCH	111-0120-413.59-15	Professional Development	850.00
				<b>850.00</b>
CARLOS W MAGANA	9/6/2017	111-6030-451.33-90	Referee Services	264.00
				<b>264.00</b>
CDW GOVERNMENT, INC.	JWB2426	252-7010-421.74-10	Equipment	208.20
	JVT1410	252-7010-421.74-10	Equipment	1,450.09
				<b>1,658.29</b>
CENTRAL FORD	302100	741-8060-431.43-20	Fleet Maintenance	53.33
	301559	741-8060-431.43-20	Fleet Maintenance	370.62
				<b>423.95</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CHARTER COMMUNICATIONS	0467069082717	111-7010-421.53-10	Telephone & Wireless	1,250.00
	0019175082217	111-9010-419.53-10	Telephone & Wireless	22.22
	0444795082217	111-9010-419.53-10	Telephone & Wireless	680.00
	0389644082117	121-7040-421.56-14	Welfare Inmate Fd Expense	220.62
				<b>2,172.84</b>
CINTAS CORPORATION	5008717392	111-7010-421.61-20	Dept Supplies & Expense	555.90
				<b>555.90</b>
CITY OF HUNTINGTON PARK	22587-13902	681-0000-228.70-00	Utilities Refund	539.33
	17473-25248	681-0000-228.70-00	Utilities Refund	300.00
				<b>839.33</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 8/27/2017	802-0000-217.30-30	Med Reimb 125	380.84
	PPE 9/10/2017	802-0000-217.30-30	Med Reimb 125	380.84
				<b>761.68</b>
CITY OF HUNTINGTON PARK GEA	PPE 8/27/2017	802-0000-217.60-10	Association Dues	127.10
	PPE 9/10/2017	802-0000-217.60-10	Association Dues	127.10
				<b>254.20</b>
CITY OF LOS ANGELES	8/22/17	111-7010-421.59-20	Professional Develop Post	1,100.00
				<b>1,100.00</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 8/27/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
	PPE 9/10/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				<b>2,103.18</b>
COMMERCIAL TIRE COMPANY	1-140540	741-8060-431.43-20	Fleet Maintenance	1,299.25
				<b>1,299.25</b>
COSTAR REALTY INFORMATION, INC.	104883117	111-5010-419.56-41	Contractual Srvc - Other	2,345.00
	104883117	111-5030-465.56-41	Contractual Srvc - Other	10,500.00
				<b>12,845.00</b>
DAILY JOURNAL CORPORATION	B3044330	111-1010-411.54-00	Advertising & Publication	310.80
	B3044348	111-1010-411.54-00	Advertising & Publication	424.20
	B3045252	111-1010-411.54-00	Advertising & Publication	54.60
	B3045422	111-4010-431.54-00	Advertising & Publication	50.40
	B3047339	111-4010-431.54-00	Advertising & Publication	50.40
	B3044432	239-5060-463.54-00	Advertising & Publication	197.40
				<b>1,087.80</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAPEER, ROSENBLIT & LITVAK	13562	111-0220-411.32-20	Legal Exp - Prosecutor Sv	1,346.80
	13611	111-8030-461.56-42	Storm Water WMP	87.50
				<b>1,434.30</b>
DAPPER TIRE CO.	44735752	741-8060-431.43-20	Fleet Maintenance	602.94
	44782101	741-8060-431.43-20	Fleet Maintenance	1,043.66
				<b>1,646.60</b>
DATA TICKET INC.	81632	111-7065-441.56-41	Contractual Srvc - Other	164.67
				<b>164.67</b>
DE LAGE LANDEN	55747980	111-9010-419.44-10	Rent ( Incl Equip Rental)	1,977.11
				<b>1,977.11</b>
DELTA DENTAL	BE002357319	802-0000-217.50-20	Dental Insurance	8,082.86
				<b>8,082.86</b>
DELTA DENTAL INSURANCE COMPANY	BE002354062	802-0000-217.50-20	Dental Insurance	2,897.44
				<b>2,897.44</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	8/15/2017	111-7065-441.56-41	Contractual Srvc - Other	11,234.04
				<b>11,234.04</b>
DF POLYGRAPH	2017/7	111-7010-421.56-41	Contractual Srvc - Other	350.00
				<b>350.00</b>
DISH NETWORK	8/27/17	111-7010-421.56-41	Contractual Srvc - Other	63.66
				<b>63.66</b>
DOOLEY ENTERPRISES, INC.	54354	229-7010-421.74-10	Equipment	4,412.36
				<b>4,412.36</b>
EL TAPATIO FOODS	000002857	681-0000-228.70-00	Utilities Refund	11.98
				<b>11.98</b>
EXPRESS TRANSPORTATION SERVICES LLC	EX09012017	111-0000-362.20-15	Metro Transit Lease	-5,200.00
	EX09012017	219-0000-340.30-00	Fixed Route Fares	-8,433.29
	EX09012017	219-0000-362.20-10	Lease Payment	-500.00
	EX09012017	219-0250-431.56-43	Fixed Route Transit	102,666.24
	DR09012017	219-0250-431.56-45	Dial-A-Ride (All City)	51,500.00
				<b>140,032.95</b>
F&A FEDERAL CREDIT UNION	PPE 8/27/2017	802-0000-217.60-40	Credit Union	12,340.00
	PPE 9/10/2017	802-0000-217.60-40	Credit Union	12,340.00
				<b>24,680.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FEDEX	5-909-41316	111-0210-413.61-20	Dept Supplies & Expense	27.50
	5-909-41316	111-9010-419.61-20	Dept Supplies & Expense	21.50
	5-828-70580	741-8060-431.43-20	Fleet Maintenance	14.79
				<b>63.79</b>
FIRST CHOICE SERVICES	579018	111-9010-419.61-20	Dept Supplies & Expense	203.64
				<b>203.64</b>
GALLS, LLC	BC0456191	111-7022-421.61-24	Patrol Admin Volunteers	27.18
				<b>27.18</b>
GARDA CL WEST, INC.	10332539	111-9010-419.33-10	Bank Services	686.31
				<b>686.31</b>
GASSER/OLDS COMPANY, INC.	PC503	111-6010-451.61-20	Dept Supplies & Expense	1,018.70
				<b>1,018.70</b>
GENE FARMER	2200-00400	111-7010-421.59-20	Professional Develop Post	608.00
				<b>608.00</b>
GLOBALSTAR USA	100000008624111	111-7010-421.53-10	Telephone & Wireless	69.09
				<b>69.09</b>
GOLDEN STATE WATER COMPANY	12213	681-3022-415.56-41	Contractual Srvc - Other	40.00
				<b>40.00</b>
GOLDEN WEST COLLEGE	3670-00400-17-0	111-7010-421.59-20	Professional Develop Post	254.00
				<b>254.00</b>
GUTIERREZ, MARIA	000013165	681-0000-228.70-00	Utilities Refund	47.90
				<b>47.90</b>
HILTI INC	4610088431	535-8090-452.61-20	Dept Supplies & Expense	432.74
				<b>432.74</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 8/27/2017	802-0000-217.60-10	Association Dues	150.00
	PPE 9/10/2017	802-0000-217.60-10	Association Dues	150.00
				<b>300.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 8/27/2017	802-0000-217.60-10	Association Dues	4,700.96
	PPE 9/10/2017	802-0000-217.60-10	Association Dues	4,700.96
				<b>9,401.92</b>
HUNTINGTON PARK RUBBER STAMP CO.	RGC003514	111-4010-431.61-20	Dept Supplies & Expense	139.19
	RGC003513	111-5010-419.61-20	Dept Supplies & Expense	48.02
	RGC002014	111-7010-421.61-20	Dept Supplies & Expense	124.44
				<b>311.65</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
IBE DIGITAL	406926	111-9010-419.44-10	Rent ( Incl Equip Rental)	16.39
				<b>16.39</b>
INTER VALLEY POOL SUPPLY, INC	99301	681-8030-461.41-00	Water Purchase	125.36
	99302	681-8030-461.41-00	Water Purchase	125.36
	99303	681-8030-461.41-00	Water Purchase	83.58
	99304	681-8030-461.41-00	Water Purchase	217.30
	99548	681-8030-461.41-00	Water Purchase	230.67
	99549	681-8030-461.41-00	Water Purchase	133.72
	99550	681-8030-461.41-00	Water Purchase	200.58
	99551	681-8030-461.41-00	Water Purchase	234.01
				<b>1,350.58</b>
JCL TRAFFIC	90707	111-8010-431.74-10	Equipment	488.42
	90705	111-8010-431.74-10	Equipment	1,081.95
				<b>1,570.37</b>
JDS TANK TESTING & REPAIR INC	10639	741-8060-431.43-20	Fleet Maintenance	135.00
				<b>135.00</b>
JESSE CABRERA	9/6/2017	111-6030-451.33-90	Referee Services	72.00
				<b>72.00</b>
JK CONSTRUCTION	1228-	239-5070-463.56-52	Contract Home Repairs	267.50
				<b>267.50</b>
JOO HYUN KIM	1950869	745-9031-413.52-30	Ins - Benefits Active EEs	550.00
				<b>550.00</b>
JUAN GRAVES	9/6/2017	111-6030-451.33-90	Referee Services	72.00
				<b>72.00</b>
JUAN LOZANO	8/29/2017	746-0218-413.35-10	Tuition Assistance	784.74
				<b>784.74</b>
JUAN PORRAS	7/11-7/13/17	111-7010-421.59-20	Professional Develop Post	160.00
				<b>160.00</b>
JUAN PRECIADO	8/28/17	746-0218-413.35-10	Tuition Assistance	242.00
				<b>242.00</b>
KARINA VIZCARRA	64886/65226	111-0000-347.20-00	Recreation Refund	46.50
				<b>46.50</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KONICA MINOLTA BUSINESS SOLUTIONS	245768231	111-0110-411.43-05	Office Equip - O S & M	103.79
	246290849	111-0110-411.43-05	Office Equip - O S & M	103.79
	246290850	111-0110-411.43-05	Office Equip - O S & M	215.16
	245768231	111-0210-413.43-05	Office Equip - O S & M	103.79
	246290849	111-0210-413.43-05	Office Equip - O S & M	103.79
	246290850	111-0210-413.43-05	Office Equip - O S & M	215.17
	245767863	111-7010-421.44-10	Rent (Incl Equip Rental)	207.58
	244635602	111-7010-421.44-10	Rent (Incl Equip Rental)	2.22
	244635529	111-7010-421.44-10	Rent (Incl Equip Rental)	69.09
	244846015	111-7010-421.44-10	Rent (Incl Equip Rental)	69.09
	245118161	111-7010-421.44-10	Rent (Incl Equip Rental)	57.60
	245118163	111-7010-421.44-10	Rent (Incl Equip Rental)	205.41
	245767862	111-7010-421.44-10	Rent (Incl Equip Rental)	207.58
	246290665	111-9010-419.43-15	Financial Systems	294.84
	246290948	111-9010-419.43-15	Financial Systems	373.10
	246290669	111-9010-419.43-15	Financial Systems	223.87
	246290952	111-9010-419.43-15	Financial Systems	231.97
	244845646	111-7030-421.44-10	Rent (Incl Equip Rental)	294.84
	245768217	111-7030-421.44-10	Rent (Incl Equip Rental)	294.84
	245767873	111-7040-421.44-10	Rent (Incl Equip Rental)	374.47
	245768226	111-7040-421.44-10	Rent (Incl Equip Rental)	294.84
	245767964	111-7040-421.44-10	Rent (Incl Equip Rental)	137.45
	245768232	111-7040-421.44-10	Rent (Incl Equip Rental)	65.72
				<b>4,250.00</b>
LAN WAN ENTERPRISE, INC	58761	111-7010-421.56-41	Contractual Svc - Other	297.00
	57927	111-8010-431.74-10	Equipment	835.30
	59004	229-7010-421.74-10	Equipment	356.37
	59024	111-7022-421.61-24	Patrol Admin Volunteers	1,640.74
				<b>3,129.41</b>
LB JOHNSON HARDWARE CO #1	691436	111-8024-421.43-10	Buildings - O S & M	15.27
				<b>15.27</b>
LEAD TECH ENVIRONMENTAL	11114	246-5098-463.56-41	Contractual Svc - Other	248.00
				<b>248.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LEE ANDREWS GROUP, INC	2017156	111-0210-413.56-41	Contractual Srvc - Other	6,037.82
	2017122	111-0220-411.32-70	Contractual Srv Legal	6,000.00
	2017136	111-0220-411.32-70	Contractual Srv Legal	6,000.00
				<b>18,037.82</b>
LGP EQUIPMENT RENTALS INC	100119	111-8010-431.74-10	Equipment	4,893.75
	100269	111-8010-431.74-10	Equipment	897.19
	101610	221-8010-431.61-20	Dept Supplies & Expense	213.04
				<b>6,003.98</b>
LOS ANGELES COUNTY REGIONAL	3098	111-7010-421.59-15	Professional Development	595.00
				<b>595.00</b>
MANAGED HEALTH NETWORK	PRM-012280	802-0000-217.50-60	Employee Mental Wellness	1,342.32
				<b>1,342.32</b>
MARCELLO RETAMOSA	017980153544	741-8060-431.15-25	Boot Allowance	185.57
				<b>185.57</b>
MARIO LOPEZ	023135	111-0240-466.55-42	Public Events	43.59
				<b>43.59</b>
MARK MORENO	9/6/2017	111-6030-451.33-90	Referee Services	72.00
				<b>72.00</b>
MICON CONSTRUCTION	4	239-6010-451.73-10	Improvements	26,539.07
	4	251-6010-451.73-10	Improvements	121,931.30
				<b>148,470.37</b>
MIGUEL FUENTES	2200-00400	111-7010-421.59-20	Professional Develop Post	608.00
				<b>608.00</b>
MOTOROLA INC	SOCAL10222	741-8060-431.56-41	Contractual Srvc - Other	91.00
				<b>91.00</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 08/17/2017	802-0000-217.40-10	Deferred Compensation	400.00
	PPE 8/27/2017	802-0000-217.40-10	Deferred Compensation	16,234.31
	PPE 9/10/2017	802-0000-217.40-10	Deferred Compensation	16,234.31
				<b>32,868.62</b>
NEW CHEF FASHION INC.	879669	111-7022-421.61-24	Patrol Admin Volunteers	606.22
				<b>606.22</b>
O'REILLY AUTO PARTS	RP2959-283159	111-7010-421.61-20	Dept Supplies & Expense	1,999.99
	2959-273513	741-8060-431.43-20	Fleet Maintenance	384.39
	2959-273451	741-8060-431.43-20	Fleet Maintenance	35.27

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-273488	741-8060-431.43-20	Fleet Maintenance	345.11
	2959-273523	741-8060-431.43-20	Fleet Maintenance	168.07
	2959-274911	741-8060-431.43-20	Fleet Maintenance	215.46
	2959-275105	741-8060-431.43-20	Fleet Maintenance	49.26
	2959-275349	741-8060-431.43-20	Fleet Maintenance	188.06
	2959-275791	741-8060-431.43-20	Fleet Maintenance	178.23
	2959-275618	741-8060-431.43-20	Fleet Maintenance	124.61
	2959-273128	741-8060-431.43-20	Fleet Maintenance	25.35
	2959-269760	741-8060-431.43-20	Fleet Maintenance	435.68
	2959-261980	741-8060-431.43-20	Fleet Maintenance	80.33
	2959-270183	741-8060-431.43-20	Fleet Maintenance	210.74
	2959-270841	741-8060-431.43-20	Fleet Maintenance	15.81
	2959-572475	741-8060-431.43-20	Fleet Maintenance	53.88
	2959-272439	741-8060-431.43-20	Fleet Maintenance	1.31
	2959-272426	741-8060-431.43-20	Fleet Maintenance	117.78
	2959-272428	741-8060-431.43-20	Fleet Maintenance	-19.94
	2959-272438	741-8060-431.43-20	Fleet Maintenance	0.66
	2959-270951	741-8060-431.43-20	Fleet Maintenance	193.50
	2959-270457	741-8060-431.43-20	Fleet Maintenance	15.50
	2959-270596	741-8060-431.43-20	Fleet Maintenance	32.35
	2959-269878	741-8060-431.43-20	Fleet Maintenance	30.60
	2959-270209	741-8060-431.43-20	Fleet Maintenance	561.61
	2959-269785	741-8060-431.43-20	Fleet Maintenance	305.40
	2959-269754	741-8060-431.43-20	Fleet Maintenance	15.64
	2959-268597	741-8060-431.43-20	Fleet Maintenance	52.86
	2959-269758	741-8060-431.43-20	Fleet Maintenance	194.07
	2959-268395	741-8060-431.43-20	Fleet Maintenance	609.24
	2959-268358	741-8060-431.43-20	Fleet Maintenance	202.78
	2959-267941	741-8060-431.43-20	Fleet Maintenance	7.88
	2959-267972	741-8060-431.43-20	Fleet Maintenance	33.62
	2959-267940	741-8060-431.43-20	Fleet Maintenance	6.54
	2959-267946	741-8060-431.43-20	Fleet Maintenance	40.20
	2959-239451	741-8060-431.43-20	Fleet Maintenance	59.19
				<b>6,971.03</b>
OK PRINTING DESIGN & DIGITAL PRINT	569	111-0210-413.61-20	Dept Supplies & Expense	25.90
	570	111-0120-413.61-15	Special Supplies	47.25
				<b>73.15</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OLDTIMERS HOUSING DEVELOPMENT	18477-25160	681-0000-228.70-00	Utilities Refund	300.00
				<b>300.00</b>
PACIFIC PRODUCTS & SERVICES LLC	22308	221-8012-429.61-20	Dept Supplies & Expense	1,349.51
				<b>1,349.51</b>
PENSKE CHEVROLET	212281	741-8060-431.43-20	Fleet Maintenance	30.13
				<b>30.13</b>
PRESENTA PLAQUE CORPORATION	21763	111-0110-411.66-05	Council Meeting Expenses	383.28
				<b>383.28</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	523029	111-7010-421.56-41	Contractual Srvc - Other	800.00
				<b>800.00</b>
REUBEN PACHECO	9/6/2017	111-6030-451.33-90	Referee Services	72.00
				<b>72.00</b>
RICOH USA, INC.	5049930772	111-6010-451.56-41	Contractual Srvc - Other	102.79
				<b>102.79</b>
SARAHANG CONSTRUCTION INC	01	246-5098-463.73-10	Improvements	25,341.25
				<b>25,341.25</b>
SAUL GUARDADO	9/6/2017	111-6030-451.33-90	Referee Services	180.00
				<b>180.00</b>
SOUTHERN CALIFORNIA EDISON	7/6-8/4/17	231-8010-415.62-10	Heat Light Water & Power	470.80
	7/7-8/7/17	221-8014-429.62-10	Heat Light Water & Power	45.49
	7/6-8/4/17	535-8016-431.62-10	Heat Light Water & Power	48.60
	7/27-8/25/17	535-8016-431.62-10	Heat Light Water & Power	32.67
	5/26-7/20/17	535-8016-431.62-10	Heat Light Water & Power	20,180.57
	7/24-8/22/17	111-8022-419.62-10	Heat Light Water & Power	249.87
	8/11/17	111-8024-421.62-10	Heat Light Water & Power	7,136.42
	8/11/17	111-8024-421.62-10	Heat Light Water & Power	1,692.57
	4/6-7/7/17	111-8024-421.62-10	Heat Light Water & Power	3,206.09
	5/26-7/20/17	681-8030-461.62-20	Power Gas & Lubricants	9,303.53
				<b>42,366.61</b>
SOUTHLAND HEATING & AIR	2084454	111-8022-419.43-10	Buildings - O S & M	125.00
				<b>125.00</b>
STACY MEDICAL CENTER	3160-21487	111-7022-421.56-15	Prisoner Medical Services	800.00
	3160-21562	111-7022-421.56-15	Prisoner Medical Services	780.00
				<b>1,580.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STANDARD INSURANCE COMPANY	9/01/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,730.51
	9/1/2017	802-0000-217.50-70	Life, ADD, LT Disability	7,109.52
				<b>8,840.03</b>
STAPLES ADVANTAGE	3345189018	111-0210-413.61-20	Dept Supplies & Expense	255.11
	3345189015	111-0210-413.61-20	Dept Supplies & Expense	108.74
	3345189012	111-0210-413.61-20	Dept Supplies & Expense	38.53
	3345189027	111-1010-411.61-20	Dept Supplies & Expense	352.69
	3345189025	111-1010-411.61-20	Dept Supplies & Expense	44.79
	3345189024	111-1010-411.61-20	Dept Supplies & Expense	45.49
	3345189026	111-1010-411.61-20	Dept Supplies & Expense	54.17
	3345189028	111-3010-415.61-20	Dept Supplies & Expense	353.47
	3345189029	111-3010-415.61-20	Dept Supplies & Expense	323.24
	3345189030	111-3010-415.61-20	Dept Supplies & Expense	31.98
	3345189031	111-3010-415.61-20	Dept Supplies & Expense	35.88
	3345189033	111-5010-419.61-20	Dept Supplies & Expense	54.92
	3345189042	111-6010-451.61-20	Dept Supplies & Expense	-14.80
	3345189039	111-6010-451.61-20	Dept Supplies & Expense	7.38
	3345189041	111-6010-451.61-20	Dept Supplies & Expense	6.60
	3345189037	111-6010-451.61-20	Dept Supplies & Expense	2.00
	3345189036	111-6010-451.61-20	Dept Supplies & Expense	567.62
	3338430945	111-6010-451.61-20	Dept Supplies & Expense	19.56
	3345189038	111-6010-451.61-20	Dept Supplies & Expense	60.32
	3345189060	111-9010-419.61-20	Dept Supplies & Expense	258.13
	3345189059	111-8020-431.61-20	Dept Supplies & Expense	154.77
	3345189058	111-8020-431.61-20	Dept Supplies & Expense	457.22
	3345189056	111-8020-431.61-20	Dept Supplies & Expense	442.42
	3345189055	111-8020-431.61-20	Dept Supplies & Expense	165.93
	3345189057	111-8020-431.61-20	Dept Supplies & Expense	44.58
	3345189054	111-8020-431.61-20	Dept Supplies & Expense	132.94
	3345189046	111-7022-421.61-27	Dept Supplies Jail	240.41
	3347677454	111-0230-413.61-20	Dept Supplies & Expense	-5.94
	3345189006	111-0230-413.61-20	Dept Supplies & Expense	-8.74
	3345189002	111-0230-413.61-20	Dept Supplies & Expense	-29.70

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	3345189020	111-0230-413.61-20	Dept Supplies & Expense	136.60
	3345189022	111-0230-413.61-20	Dept Supplies & Expense	468.58
	3345189023	111-0230-413.61-20	Dept Supplies & Expense	52.73
	3345189004	111-0230-413.61-20	Dept Supplies & Expense	32.40
	3347677442	111-7030-421.61-20	Dept Supplies & Expense	1,671.43
	3345189048	111-7030-421.61-20	Dept Supplies & Expense	1,663.78
	3345189010	111-7040-421.61-31	Dept Supplies Records	23.59
	3345189043	111-7040-421.61-31	Dept Supplies Records	29.90
	3345189008	111-7040-421.61-31	Dept Supplies Records	39.45
	3345189045	111-7040-421.61-31	Dept Supplies Records	52.82
	3345189052	111-7040-421.61-31	Dept Supplies Records	4.99
	3345189050	111-7040-421.61-31	Dept Supplies Records	108.30
				<b>8,484.28</b>
T2 SYSTEMS CANADA INC.	INVSTD000001532	111-8010-431.74-10	Equipment	196,671.59
	INVSTD000001649	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001842	111-8010-431.74-10	Equipment	64.48
	INVSTD000001773	111-8010-431.74-10	Equipment	714.10
	INVSTD000001772	111-8010-431.74-10	Equipment	295.68
	INVSTD000001956	111-8010-431.74-10	Equipment	4,500.00
	INVSTD000001532	220-8010-431.73-10	Improvements	120,000.00
				<b>326,745.85</b>
THE GAS COMPANY	7/5-8/7/17	111-8020-431.62-10	Heat Light Water & Power	55.75
	7/5-8/7/17	111-8023-451.62-10	Heat Light Water & Power	158.39
	7/5-8/7/17	111-8024-421.62-10	Heat Light Water & Power	348.90
				<b>563.04</b>
U.S. BANK	PPE 8/27/2017	802-0000-217.30-20	PARS	1,609.62
	PPE 9/10/2017	802-0000-217.30-20	PARS	1,543.95
	PPE 08/13/2017	802-0000-217.30-20	PARS	89.39
	PPE 8/27/2017	802-0000-217.30-20	PARS	2,155.33
	PPE 9/10/2017	802-0000-217.30-20	PARS	2,202.08
	PPE 08/13/2017	802-0000-218.10-05	PARS EMPLOYER	743.74
	PPE 8/27/2017	802-0000-218.10-05	PARS EMPLOYER	14,657.05
	PPE 9/10/2017	802-0000-218.10-05	PARS EMPLOYER	18,321.06
	PPE 8/27/2017	802-0000-218.10-05	PARS EMPLOYER	3,275.00
				<b>44,597.22</b>

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. HEALTH WORKS	3176757-CA	111-0230-413.56-41	Contractual Srvc - Other	365.00
	125138-RSS	111-0230-413.56-41	Contractual Srvc - Other	180.00
				<b>545.00</b>
VISION SERVICE PLAN-CA	8/15/2017	802-0000-217.50-30	Vision Insurance	164.21
	8/15/2017	802-0000-217.50-30	Vision Insurance	3,960.56
				<b>4,124.77</b>
VIZANT TECHNOLOGIES, LLC	18646481	111-9010-419.33-10	Bank Services	31.78
				<b>31.78</b>
VIZION'S WEST, INC.	17-1051	246-5098-463.73-10	Improvements	19,617.50
				<b>19,617.50</b>
VULCAN MATERIALS COMPANY	71504810	111-8010-431.61-21	Materials	118.06
				<b>118.06</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S108519458.001	111-8022-419.43-10	Buildings - O S & M	1,638.75
				<b>1,638.75</b>
WELLS FARGO	Z2XHHR9JJ	111-0110-411.61-20	Dept Supplies & Expense	4.36
	42XD30GVV	111-0110-411.61-20	Dept Supplies & Expense	202.52
	16752Y20VLQB	111-0110-411.61-20	Dept Supplies & Expense	147.49
	164076VV16BYB17	111-0110-411.66-05	Council Meeting Expenses	59.35
	164076VV16BYB20	111-0210-413.59-15	Professional Development	291.49
	X2Z0D2X6W	111-0210-413.59-15	Professional Development	37.00
	Y00XA1XSD	111-0210-413.59-15	Professional Development	17.48
	031T8SQ61	111-0210-413.59-15	Professional Development	32.76
	12Y46V11A	111-0210-413.59-15	Professional Development	32.97
	71G5SK79FP	111-0210-413.59-15	Professional Development	30.50
	7100V8PWHT	111-0210-413.59-15	Professional Development	16.54
	164076VV16BYB28	111-0210-413.61-20	Dept Supplies & Expense	16.35
	6752Y262E710TMQ	111-0210-413.61-20	Dept Supplies & Expense	92.95
	16752Y20VLQ3	111-0240-466.55-42	Public Events	758.20
				<b>1,739.96</b>
WELLS FARGO BANK-FIT	PPE 08/17/2017	802-0000-217.20-10	Federal W/Holding	32,720.40
	PPE 8/27/2017	802-0000-217.20-10	Federal W/Holding	60,337.32
	PPE 9/10/2017	802-0000-217.20-10	Federal W/Holding	61,428.05
				<b>154,485.77</b>

CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO BANK-MEDICARE	PPE 08/17/2017	802-0000-217.10-10	Medicare	1,897.78
	PPE 8/27/2017	802-0000-217.10-10	Medicare	7,059.05
	PPE 9/10/2017	802-0000-217.10-10	Medicare	7,191.70
				<b>16,148.53</b>
WELLS FARGO BANK-SIT	PPE 08/17/2017	802-0000-217.20-20	State W/Holding	8,638.19
	PPE 8/27/2017	802-0000-217.20-20	State W/Holding	19,401.72
	PPE 9/10/2017	802-0000-217.20-20	State W/Holding	19,719.77
				<b>47,759.68</b>
YAIID MORENO	9/6/2017	111-6030-451.33-90	Referee Services	264.00
				<b>264.00</b>
ZAP MANUFACTURING INC	494	221-8012-429.61-20	Dept Supplies & Expense	551.15
				<b>551.15</b>
				<b>1,736,249.47</b>



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GENERAL PAYMENT SYSTEMS, INC FOR KIOSK PAYMENT SERVICES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a Professional Services Agreement with General Payment Systems Inc., for kiosk payment services;
2. Approve Superior Fusion add on quote for the interface between General Payment Systems, Inc., and the City of Huntington Park relating to kiosk payment services; and
3. Authorize City Manager to execute the agreement.

### **BACKGROUND**

Since 2008, the City of Huntington Park (the "City") has provided customers with online payment services for utilities. Currently, residents are mailed paper utility bills, allowing them the option of paying either in person, by mail or through the City's website. Despite the popularity of online bill payments, a large segment of the population still prefer to pay their bill in person. Establishing a kiosk designed to accept real-time payments will be both convenient and time-saving for customers who are still skeptical about making payments online and for those who must use cash.

# APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GENERAL PAYMENT SYSTEMS, INC FOR KIOSK PAYMENT SERVICES

September 19, 2017

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## **DISCUSSION**

General Payment Systems, Inc. provides payment automation technology and services through a private network of kiosks for government agencies to collect real-time payments made in-person. Kiosks are an easy-to-use, quick and secure self-service payment alternative. These fully integrated kiosks have the features that customers would find online, such as balance due, and allows them to pay by credit card, check or cash. The kiosks are designed to accept large amounts of cash during a single session and give back change.

Implementing a new payment alternative for residents promotes the public interest by streamlining revenue flow, allowing swift revenue collection, eliminating the inconvenience of long wait times and enhancing customer service. The full integration requires Fusion interface from Superior (formerly known as SunGard Public Sector). Fusion facilitates the connection and communication between General Payment System, Inc., kiosks and the City's financial system (Naviline) via REST-based Web services. With Fusion, we can share data between City's financial system (Naviline) and General Payment System, Inc., kiosk in real time.

Pursuant to HPMC Section 2-5.12, the "City Council by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them." For the reasons contained in this report, staff recommends that the Council find that the public welfare fare would be best served by dispensing with bidding, and authorizing the contract with General Payment Systems, Inc.

The City contacted various kiosk companies and only receives two responsive quotes. The quote from Adcomp Systems Group was for the purchase of kiosk machine(s).

<b>Description</b>	<b>Unit Price</b>	<b>Amount</b>
(2) Adcomp payment kiosk machines	24,368	\$ 48,736
Water department (cost per dept)	4,500	4,500
3 Additional departments (PD, CD & PR)	4,500	13,500
Annual maintenance Kiosk machine		9,747
<b>Total Kiosk Price</b>		<b>\$ 76,483</b>
Superion Fusion Interface		8,964
<b>Total</b>		<b>\$ 85,447</b>

The purchase price of two kiosk machines is \$76,483, plus the cost integration \$8,964 for a total of \$85,447. Due to lack of interest by kiosk companies, it would be impracticable and useless for the City to follow the City's bidding procedures.

## **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GENERAL PAYMENT SYSTEMS, INC FOR KIOSK PAYMENT SERVICES**

September 19, 2017

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Furthermore, pursuant to HPMC Section 2-5.14, formal bidding requirements shall be waived where only a single vendor can reasonably provide the service, product or project being purchased.

The City was unable to locate a contractor that was willing to supply the kiosks and the required operational services offered by General Payment Systems, Inc. Adcomp Systems Group was willing to sell the City two Kiosks Machines but was unwilling to provide the required services to maintain and operate the kiosks. A further benefit of contracting with General Payment Systems, Inc. is that the City would not be required to purchase the Kiosks. The City would only be required to compensate General Payment Systems, Inc. for their services. General Payment Systems, Inc. will provide the kiosks free of charge as long as they maintain a contractual relationship with the City.

### **FISCAL IMPACT**

The total fiscal impact for the professional services agreement with General Payment Systems Inc. is \$60,000 per year or \$5,000 per month. The number of kiosk transactions incurred within the month will reduce the monthly fee. The customer will incur a transaction fee of \$3 per cash transaction or 3% per credit/debit card transaction total. As Kiosk usage increases, the City's monthly cost will lessen. Fusion interface has a one-time required fee of \$8,964.

Funding for the proposed service agreement is not part of the City's FY 17-18 Adopted Budget. Upon Council approval, funds will be reallocated from account #111-9010-419.43-15 to fund the service agreement with General Payment Systems Inc. and the one-time Superior Fusion Interface into the following accounts:

<b>Vendor</b>	<b>Account Number</b>	<b>Amount</b>
General Payment Systems, Inc.,	111-9010-419-33-10	\$ 30,000
	681-3022-415-33-10	30,000
Superion Fusion Interface	111-9010-419-43-15	8,964
<b>Total</b>		<b>\$ 68,964</b>

No additional budget appropriation is requested at this time.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GENERAL PAYMENT SYSTEMS, INC FOR KIOSK PAYMENT SERVICES**

September 19, 2017

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**CONCLUSION**

Upon City Council's approval staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Edgar P. Cisneros".

EDGAR P. CISNEROS  
City Manager

A handwritten signature in blue ink, appearing to read "John Ornelas".

John Ornelas  
Interim Finance Director

**ATTACHMENT(S)**

- A. Professional Agreement with General Payment Systems, Inc.
- B. Superion Fusion Add-On Quote

# ATTACHMENT “A”

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of September, 2017 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and GENERAL PAYMENT SYSTEMS, INC., a corporation, (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree to the following.

### I.

#### ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"), which is attached hereto and incorporated by this reference.. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall be one hundred and eighty (180) days ("Term") from the Effective Date of this Agreement, unless terminated in accordance with the provisions of this Agreement. The City shall have the sole option of entering into a two (2) year agreement with two (2) one- year renewal options, by providing thirty (30) days advanced written notice to CONSULTANT, before the expiration of the Term.  
Nothing in this section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services as identified in Exhibit "B," which is attached hereto and incorporated by this reference.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the number of credit and debit card transactions processed during the recently concluded calendar month. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each

invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of seven (7) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONSULTANT.
- A. Ownership of Documents. All drawings, specification, reports, records, documents, digital copies (one electronic copy in Adobe Acrobat (PDF) format and one electronic copy in Microsoft Word format), and other materials prepared by CONSULTANT, its employees, Sub-Consultants and agents ("Documents") in the performance of this Agreement, whether or not such Documents are draft, final or partially final, shall be the property of the CITY and shall be delivered to the CITY upon request of the CITY or upon the termination of this Agreement, and CONSULTANT shall have no claim for further employment or additional compensation as a result of the exercise by CITY of its full right of ownership of the documents and materials hereunder. This shall include any Documents requested by the CITY in digital format such as Microsoft Word or any other format requested by the Contract Officer. If requested in digital format, CONSULTANT shall apply with such request. All Sub-Consultants shall have an assignment to CITY of any documents or materials prepared by them, and in the event CONSULTANT fails to secure such assignment, CONSULTANT shall indemnify the CITY for all damages resulting therefrom.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT'S cessation or abandonment.
- 1.7 REDUCTION IN CURRENT COLLECTION METHODS: CONSULTANT agrees, by the end of the term of this trial period, the current payment collection

method(s) will be considerably reduced or closed completely in order to continue to receive these services free of charge.

- 1.8 Whereas each state has independent authority to regulate the activities of the services that are provided by CONSULTANT, a state specific disclosure is required to document the responsibilities of the participating parties.
- 1.9 COLLECTION AND DEPOSIT OF FUNDS: A direct deposit system as prescribed in Section 1.10 of this Agreement shall be employed for all monies received from parking system transactions. CONSULTANT shall make direct deposits, without detour to a third party's bank account, into a CITY designated bank account designated by the City Manager or their designee. This does not include credit card payments/transactions made using VISA, MasterCard, Discover and American Express cards ("Credit Card Payments"). Credit Card Payments will be transferred directly into the CITY designated bank account. Customer payments made by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.
- 1.10 DEPOSITS: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for CONSULTANT. This information shall be available for City review. Deposits shall be directly deposited into the CITY's designated bank account. The CITY will supply deposit slips and an endorsement stamp to CONSULTANT. CONSULTANT shall only have the capability to make deposits on behalf of the CITY.
- 1.11. PAYMENT CARD INDUSTRY ("PCI") REQUIREMENTS: CONSULTANT shall be subject to the following requirements:
  - A. CONSULTANT shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). CONSULTANT's PA-DSS certification shall be listed on the PCI Councils list of PA-DSS approved and validated payment applications.
  - B. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. CONSULTANT shall comply with Visa Cardholder Information Security Program (CISP), MasterCard Site Data Protection (SDP) programs, Discover's Discover Information Security & Compliance (DISC) program and American Express Data Security Operating Policy (DSOP).

- C. For items (a) and (b) above, CONSULTANT shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.
- D. CONSULTANT shall be responsible for furnishing CITY with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or his or her designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates Ronald Hodge or his/her designee to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
  - A. CONSULTANT shall perform all Work skillfully, competently and to the standards of CONSULTANT'S profession;
  - B. CONSULTANT shall perform all Work in a manner satisfactory to the CITY;

- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. CONSULTANT shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.
- F. All of CONSULTANT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT'S employees and agents (including but not limited SUB-CONSULTANT) possess all licenses, including City business licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT'S failure to comply with the standard of care set forth under this section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the standards of CONSULTANT'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly,

CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT is reasonably determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Technology Errors and Omissions Liability coverage: A policy with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
1. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;
  2. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  3. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT'S commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement as provided in Sections 4.2 to 4.7 below. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.1 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.2 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this article and related to CONSULTANT'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.3 The obligations of CONSULTANT under this article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.4 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from CONSULTANT'S, SUB-CONSULTANT's or any other person or entity involved by, for, with or on behalf of CONSULTANT, performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's reasonable choice.
- 4.5 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.6 This article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.  
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under

this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of

Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, CITY may extend the time of performance;
  - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
  - iv. CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 Faithful Performance Bond: Concurrent with the execution of this Agreement and maintained throughout its duration, the CONSULTANT shall deposit with the Huntington Park City Clerk a cash deposit, irrevocable letter of credit, or other such document evidencing an irrevocable cash deposit payable to the City in the amount of twenty-five thousand dollars (\$25,000), in a form approved by the City Attorney, guaranteeing the CONSULTANT's faithful performance of this Agreement.

5.5 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this article or by normal expiration of its term or any extension thereto shall not operate to terminate any article, section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other

intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONSULTANTS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 MUTUAL NON-DISCLOSURE AGREEMENT PERMITTING ACCESS TO CONFIDENTIAL INFORMATION: The Mutual Non-Disclosure Agreement Permitting Access to Confidential Information made and entered into by the Parties is attached hereto as Exhibit "D" and incorporated herein by this reference.
- 6.4 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.5 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

General Payment Systems, Inc.  
22600 Lambert St., Suite 707-A  
Lake Forest, CA 92630  
Attn: Ronald Hodge

**CITY:**

City of Huntington Park  
City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Finance Director  
Phone: (323) 584-6210  
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.6 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.7 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONSULTANT'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.8 CITY'S RIGHT TO EMPLOY OTHER CONSULTANT: CITY reserves the right to employ any other consultant in connection with the various projects worked upon by CONSULTANT pursuant to this Agreement.
- 6.9 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement. Notwithstanding, CONSULTANT shall not be responsible or liable for any delay beyond its reasonable control.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.12 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.19 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.20 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.21 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF HUNTINGTON PARK:**

**GENERAL PAYMENT SYSTEMS, INC.**

By: \_\_\_\_\_  
John Ornelas, Finance Director

By: \_\_\_\_\_  
Ronald Hodge, Chief Executive Officer

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold Alvarez-Glasman, City Attorney

## **Scope of Services Exhibit A**

More specifically, CONSULTANT desires, in accordance with the terms of this Agreement, to: (a) provide up to two (2) kiosks, one of which can be a built in counter unit to the CITY at no cost for one hundred and eighty (180) days, and to (b) certain services provided through CONSULTANT's kiosks ("the Trial Services") for the 180-day period (the "Trial Period"). The Trial Period shall commence upon installation of the two (2) kiosks in the locations provided in Exhibit "C," which is attached hereto and incorporated by this reference. Upon termination or expiration of this Agreement, the locations provided in Exhibit "C", shall be returned to their original condition including but not limited to the refilling of holes installed for purposes of securing the kiosk.

### **Responsibilities of the Parties:**

- A. The CITY shall be solely responsible for providing an independent internet line and power to kiosks provides for pursuant to this Agreement.
- B. CONSULTANT will be responsible for maintaining the operation and appearance of the payment kiosks as well as providing and stocking consumables as needed.
- C. CONSULTANT will supply a toll-free number for CITY customers to call if they experience difficulty using the payment kiosk, payment is rejected, or correct receipt is not provided.
- D. **Software Integration. CONSULTANT shall be solely responsible for the integration of CONSULTANT's software with existing software utilized by the CITY at no additional cost to the City or City vendors.**

### **Mutual Agreement of the Parties**

- A. CONSULTANT provides technology and services that allow government agencies to collect cash, electronic check, credit and debit payments directly from various payers.
- B. All transactions are between the payers and the agency (Not GPSI).
- C. Funds from these transactions are agency assets and never assets of GPSI.
- D. CONSULTANT is contractually obligated and fully liable to the agency for the delivery of the funds to the City's designated bank account. CONSULTANT shall assume any loss to the CITY for funds received by CONSULTANT from a CITY customer until all monies have been accounted for in the City's designated bank account.

- E. The City shall add the company to their designated bank account and authorize GPSI to deposit directly into the City's account. That access shall be limited only to deposits.
- F. The agency is fully liable to the payer for the transaction.
- G. **Expenses.** The Parties shall pay their own bank fees and expenses incurred in connection with this Agreement. Excluding all integrations with 3<sup>rd</sup> party vendors and/or the City.

DRAFT

## Fee Structure Exhibit "B"

Fee Schedule Per Customer Transaction	
Credit Card Transaction	3% Per Customer Transaction
Cash transaction	\$3 Per Customer Transaction

There will be a \$5,000 (five thousand dollars) monthly minimum fee to the city. That fee would be offset by the fees paid for by the customer.

Example:

Customer transactions for August: 1000 cash transactions @ \$3 = \$3,000 gross fees

500 credit transactions x \$100 @ \$3 (3%) = \$1,500 gross fees

With the above example, the city is liable for the \$500 that the fees were short (\$5,000 minus \$4,500 gross fees = \$500)

Credit / Debit Card Payments made online or through the kiosk

Amount	Customer Fee
\$0.01 and up	3%

Cash Payments made through the kiosk

Amount	Customer Fee
\$0.01 and up	\$3.00

Provide for the fee schedule for the 180 days

**Kiosk Locations  
Exhibit "C"**

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

City of: \_\_\_\_\_

County of: \_\_\_\_\_

Location to Install Kiosk #1: \_\_\_\_\_ To be provided later \_\_\_\_\_

Location to Install Kiosk #2: \_\_\_\_\_

\_\_\_\_\_

**Exhibit “D”**

DRAFT

## ATTACHMENT “B”


**Quote Prepared By:**

Josh Bisienere  
1000 Business Center Dr  
Lake Mary, FL 32746  
Phone: 407-304-3125 Fax:  
Email: joshua.bisienere@superion.com

**Quote Prepared For:**

Annie Ruiz, Finance Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6237

Quote	Date	Valid Until
Q-00028699	09/07/2017	11/07/2017

### Annual Subscription Fees

#### eGovernment

Product Code	Product Name	Quantity	Ext Price
FUSION-P	Superion Fusion Proprietary	1	\$3,500.00

#### Cloud

Product Code	Product Name	Quantity
K1-3-F	Superion Fusion APIs	1

#### Cloud - Third Party

Product Code	Product Name	Quantity
WB	NaviLine Web Enablement	1

### Professional Services

#### Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
FUSION-SVC	Superion Fusion Professional Services	Ext Price:	640.00	1,400.00	-	640.00	-	-	2,680.00
<b>Totals:</b>			<b>\$640.00</b>	<b>\$1,400.00</b>	-	<b>\$640.00</b>	-	-	<b>\$2,680.00</b>

#### Product & Services

<b>Annual Subscription Fees:</b>	\$3,500.00
<b>Cloud Annual Fees:</b>	\$1,500.00
<b>Professional Services:</b>	\$2,680.00
<b>Third Party Cloud Annual Fees:</b>	\$1,284.00
<b>Subtotal:</b>	\$8,964.00
<b>Total:</b>	\$8,964.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support (Maintenance): Customer is committed to the initial term of Maintenance for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of Maintenance will be for twelve (12) month periods, commencing at the end of the prior support period. Maintenance fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of Maintenance will be due prior to the start of each term at the then prevailing rate. Except for the second term of Maintenance for which Superion is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party thirty (30) days prior to the expiration of the then current term. Notification of non renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Applicable Start-up Fees are due upon execution of this Quote. Initial Annual Access Fees are due upon execution of this Quote and will be invoiced pro-rata to coincide with Customer's Annual Renewal Date. Subsequent Annual Access Fees will be invoiced each year thereafter on the anniversary of Customer's Annual Renewal Date.

**Additional Terms:**

This Add-On Quote constitutes a supplemental Schedule A-Order Form amendment to the existing Agreement (the "Agreement") by and between Superion and Customer which pertains to Application Service Provider (ASP) services. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the Superion Travel Policy.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Superion's "Cloud" Products identified above are application Modules to be hosted by Superion.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superior reserves the right to adjust this proposal to reflect those changes.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superior at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Huntington Park

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve Professional Services Agreement between ECS Imaging, Inc. and the City of Huntington Park relating to the implementation and maintenance of an electronic document management system; and
2. Authorize City Manager to execute the agreement.

### **BACKGROUND**

Currently, the City of Huntington Park (City) does not have a system to manage documents electronically. Through the course of regular business operations, the City generates thousands of valuable documents and records, a majority of which exists only on paper. These records are stored in numerous file cabinets, boxes, and shelves that are often overflowing and space-consuming. There is no back-up recovery plan for these paper documents should the City face an emergency or disaster. If the documents are lost or ruined, the City will not be able to retrieve nor replicate them. Also, a majority of the City's documents are public records that are not easily accessible to the public. Inquiries and document retrieval require staff to sift through volumes of documents stored in various locations. The process of filing, storing and retrieving paper documents is time-consuming, outdated, and labor intensive.

Workflow efficiencies are negatively impacted by the City's paper-based system as hard-copy documents are constantly in transit between Departments for approvals and are often forgotten about, lost, or tossed around. Staff recommends that the City implement an electronic document management system (EDMS) that will convert paper documents into electronic files that can be indexed and easily searched for. The system will also automate business processes by configuring workflows that route documents electronically for more effectual exchange of information within the City.

# APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

September 19, 2017

Page 2 of 3

## DISCUSSION

The EDMS will allow for efficient storage and quick retrieval of City records, as well as more organized workflow processes and preservation of vital documents. Staff issued a Request for Proposal (RFP) on July 25, 2017 and received four bids. After careful review of all the proposals received, demonstrations from each proposer, and evaluations based on the criteria stated within the RFP, staff determined that ECS Imaging Inc. (ECS) offered the best EDMS solution called Laserfiche Avante that meets the current and future needs of the City at the most valuable price over the term of three years. ECS was the only vendor that presented a bid incorporating workflow components that are essential in streamlining the City's business processes.

Company	ECS Imaging Inc	AMI	Calnet	Konica Minolta
Solution	Laserfiche Avante Software (w/ Workflow) 18 Full Users	Laserfiche Rio Subscription 10 Full Users	Laserfiche Rio Subscription 16 Full Users	Onbase Hyland Software 16 Full Users
Software/Licensing	\$ 33,879.00	\$ 21,500.00	24,650.00	\$ 45,430.00
Annual Maintenance	9,170.00	-	-	9,086.00
Professional Services	16,200.00	13,500.00	5,500.00	78,260.00
Professional Hours	9 Days	60 Hours	\$185/HR	430 Hours
First Year	\$ 59,249.00	\$ 35,000.00	\$ 30,150.00	\$ 132,776.00
Second Year	9,170.00	21,500.00	24,650.00	9,086.00
Third Year	9,170.00	21,500.00	24,650.00	9,086.00
Three Year Total	\$ 77,589.00	\$ 78,000.00	\$ 79,450.00	\$ 150,948.00

ECS is a value added reseller for Laserfiche and has more than 27 years of experience in the industry and 22 years with Laserfiche. They specialize in providing government organizations with turn-key document management solutions and has worked with many cities like Huntington Park to transform a previous paper based storage system into their first electronic system. Laserfiche combines comprehensive content management functionality with business process management and is utilized by half the cities in California. The Laserfiche system offers the latest technology for document imaging, sophisticated capture tools, workflow, web-browser and mobile interfaces, records retention, integration and security while providing high-performance, availability, and ease of use to its users and administrators.

Implementing an EDMS will allow the City to quickly and easily capture a wide variety of document types with full text searches and retrieval capabilities. The City can easily migrate existing paper documents into a single repository and reduce operating costs while developing a secure electronic filing cabinet. Laserfiche will eliminate the possibility of lost and misplaced files, reduce the time spent on copying, forwarding and searching for documents, reduce paper associated costs, and improve information accessibility.

The solution also enhances customer service by including an online, public-facing document portal for residents to easily retrieve City related documents as well as customizable forms that can be completed and submitted online rather than in person at City Hall. The workflow capabilities will give the City a platform to map, model and manage their business processes to increase productivity and reduce manual repetitive

# **APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM**

September 19, 2017

Page 3 of 3

processes. Every transaction that occurs within the Laserfiche system is tracked through a secured audit trail to monitor user activity and ensure regulatory compliance.

The EDMS will be implemented in phases, beginning with City Clerk and Finance, as far as scanning. Scanning of other department documents will commence as soon as the system is successfully installed and configured. However, all Departments will be involved in the training for workflow and forms management, as collaborative communication of information is crucial for the success of this project and the organization. ECS will be responsible for the installation of the software, in conjunction with the City's own technical staff, as well as workstation configurations and onsite end user and administrator training. They will provide a four (4) hour response time for all of the City's support cases and contact with a dedicated Account Manager.

## **FISCAL IMPACT**

The total fiscal impact for the master services agreement with ECS is \$59,249.00. The table below provides a breakdown of total cost::

<b>Laserfiche Avante Software</b>	<b>\$</b>	<b>33,879.00</b>
<b>Annual Maintenance and Licensing</b>		<b>9,170.00</b>
<b>Professional Services</b>		<b>16,200.00</b>
<b>Total</b>	<b>\$</b>	<b>59,249.00</b>

Funding for this expenditure was approved in the City's FY 17-18 Adopted Budget in account # 111-9010-419.43-15. No additional budget appropriation is required at this time.

## **CONCLUSION**

Upon Council's approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



John Ornelas  
Interim Finance Director

## **ATTACHMENT(S):**

A. Draft Professional Services Agreement with ECS Imaging, Inc.

# ATTACHMENT “A”



**PROFESSIONAL SERVICES AGREEMENT**  
(Engagement: Electronic Document Management System)

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) ("Agreement") is made and entered into this       , **September 2017**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and ECS Imaging, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and

I.  
**ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of three (3) years commencing from effective date. Upon the conclusion of the Term, the City shall have the option to renew the Agreement for up to two (2) one-year extensions of terms. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit "A".

- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$77,589.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR

basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any

manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
  - C. Technology Errors and Omissions Liability coverage: A policy with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
    - 1. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

2. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  3. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- 
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
  - 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
  - 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
  - 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
  - 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and

absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain

such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 1.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the

part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
[NAME AND INFO]

**CITY:**  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Phone: (323) 584-6202

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 **COUNTERPARTS:** .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF HUNTINGTON PARK:**

**[NAME AND INFO]**

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold Alvarez-Glasman  
City Attorney

**“EXHIBIT A”  
SCOPE OF WORK**

DRAFT



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
WITH MID-CITIES GRANTS LLC. FOR COMMUNITY PLANNING AND  
DEVELOPMENT PROGRAMS AND HOME INVESTMENT PARTNERSHIP PROGRAM**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a Professional Services Agreement with Mid-Cities Grants LLC for consulting services for community planning and development programs and HOME investment partnership program; and
2. Authorize City Manager to execute the agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 17, 2017, the City issued a Request for Qualifications to seven firms to provide qualifications for consulting services to identify and implement HOME rehabilitation projects in the City of Huntington Park utilizing the City's Home Program funding. The City was previously notified by HUD of the need to move forward with implementation of HOME eligible projects. The City received two proposals and selected Mid-Cities Grants LLC based on their qualifications.

Mid-Cities Grants has the specialized expertise to immediately move forward with the implementation of HOME eligible projects and prepare all necessary reports, including but not limited to coordination with property owners and residents participating in project related issues. Mid Cities Grants LLC will also develop a monitoring plan for each project to ensure eligibility and coordinate with contractors all relevant compliance and reporting with applicable program requirements.

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
WITH MID-CITIES GRANTS LLC. FOR COMMUNITY PLANNING AND  
DEVELOPMENT PROGRAMS AND HOME INVESTMENT PARTNERSHIP PROGRAM**

September 19, 2017

Page 2 of 2

**FISCAL IMPACT**

The total fiscal impact for this requested expenditure is \$120,000. The Professional Service Agreement will be paid initially for preliminary administrative work from budget account no. 111-9010-419.45-15 in the amount of \$10,500. The remainder will be paid through the City's HOME grant allocated under the current budget account no. 242-508-463.56-41.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



John Ornelas  
Interim Finance Director

**ATTACHMENT(S)**

- A. Request for Qualifications
- B. Professional Services Agreement

# ATTACHMENT “A”



**July 17, 2017**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**ADMINISTRATIVE CONSULTING SERVICES FOR**

**COMMUNITY**

**PLANNING AND DEVELOPMENT (CPD) PROGRAM:**

**HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)**

**REQUEST FOR QUALIFICATIONS  
FOR  
ADMINISTRATIVE CONSULTING SERVICES FOR COMMUNITY  
PLANNING AND DEVELOPMENT (CPD) PROGRAM:  
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)**

The City of Huntington Park (hereinafter referred to as the “City”) is requesting qualifications to enter into a contract for Administrative Consulting Services for Community Planning and Development (CPD) Programs, HOME Investment Partnership Program (HOME) to commence on or about August 23, 2017 and be completed by August 23, 2018.

Qualifications must be submitted to the City of Huntington Park City Clerk’s Office no later than Monday, August 7, 2017 at 12:00 p.m. Submissions shall be reviewed and rated on the basis of qualifications, specific experience, references, familiarity with the services, and compensation. The City will determine which submissions best meet the City’s requirements.

**LATE QUALIFICATIONS WILL NOT BE ACCEPTED**

The City reserves the right to reject any or all submissions and to select the submission that best meets the City’s needs.

**QUALIFICATIONS**

This Request for Qualifications (RFQ) is for Administrative Consulting Services as set forth in Attachment I, Scope of Services.

A minimum of two (2) years of experience providing Community Planning Development Programs such as HOME consulting services to a public agency is required. Additionally, Administrative Consultant must have thorough knowledge of the Home Investment Partnership Program.

**TERMS AND CONDITIONS**

If a contract is offered, it will be for a one-year renewable term, with a 30-day termination clause for the convenience of the City and without cause for termination upon written notification of the City. Invoices are to be submitted monthly. Successful awardees will be expected to comply with applicable HUD requirements relating to the programs involved.

**ORGANIZATION**

The submission shall be limited to ten (10) pages, excluding resumes. The submissions will be evaluated by the City and shall include, at a minimum, the following information:

**1. PERSONNEL**

Describe the experience of the Project Manager and other key personnel assigned to provide the services requested. The designated Project Manager shall be the primary contact with the City during the contract period.

## **2. EXPERIENCE**

Provide an overview of your firm's experience, and in particular, how it relates to the Scope of Services as set forth in this RFQ.

## **3. REFERENCES**

Provide references for similar work that the proposed personnel has completed within the last two (2) years. Include a detailed description of the services and the agency or firm receiving the services.

## **4. COMPENSATION**

Define the hourly rate(s) of personnel identified to carry out services.

## **5. AUTHORIZATION**

The submission shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the submission is valid for ninety (90) days.

## **6. ADDENDA**

In the event that any portion of this RFQ is changed, the City will provide addenda by e-mail to all firms who have received an RFQ. The signed addenda must be included within the RFQ submittal. Submittals received without the applicable addenda may be rejected as incomplete.

## **7. RESPONSIVENESS**

All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFQ. Firms are notified that failure to comply with any part of the RFQ may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion, to waive minor administrative irregularities or errors.

## **8. REJECTION OF SUBMITTALS**

The City reserves the right at its sole discretion to reject any and all submittals received without penalty as a result of this RFQ.

A submittal may be immediately rejected if:

- It contains misrepresentative or misleading information;
- It is received at any time after the exact date and time set for receipt of submittals;
- It does not meet the required specifications or terms and conditions as prescribed;
- It is signed by an individual not authorized to represent the RFQ

- Candidate is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the submittal; or
- Any other reason at the City's sole and absolute discretion.

## **9. SUB-CONSULTANTS**

Submittals shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for submitters shall be required of sub-consultants.

## **10. ACCEPTANCE OF CONDITIONS**

Submittals shall include a statement offering the acceptance of all conditions listed in the RFQ document, which shall be submitted with the proposal.

## **11. CONFLICT OF INTEREST**

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

## **12. CONFIDENTIAL INFORMATION**

City reserves the right to make copies of a proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the proposer regards and proprietary in nature), unless the City's legal counsel determines that the information which the proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event the City proposes to disclose records containing information the proposer has specifically identified as being proprietary and confidential, the City shall notify the proposer in writing of its intent to release such information and the proposer shall have five (5) working days after City's issuance of its notices to give the City written notice of candidate's objection to the City's release of proprietary information. The City will not release the proprietary information after receipt of the rejection notice from the proposer unless: (i) the objection notice is not received by the City until the close of business on the 5<sup>th</sup> day following the City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the candidate's objection notice fails to include a fully executed indemnification agreement wherein the candidate agrees to indemnify, defund and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the candidate wishes to withhold. Again, the candidate must specifically identify the information it deems proprietary.

### **13. DISCRIMINATION**

The candidate and all subcontractors must not discriminate nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

### **14. GRATUITY PROHIBITION**

Candidate shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing the consideration of this proposal.

## **SELECTION PROCESS**

The selection of Consultant shall be made from among all submittals. The RFQ does not bind a commitment by the City to award a contract to any submittal. Award of contract shall be made within sixty (60) calendar days upon receipt of RFQ proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFQ.

The submissions will then be reviewed based on qualifications, specific experience, references, familiarity with the services, and compensation. The submittals will be rated according to which Consultant best meets the City's requirements. The City will negotiate compensation with the most qualified candidate.

The following selection criteria will be used to evaluate each firm.

#### **1. EXPERIENCE/KNOWLEDGE (50%)**

Describe specific experience regarding the requirements relating to the HOME program regulations and guidelines set forth by the U.S. Department of Housing and Urban Development (HUD). Preference will be given to submittals that provided similar services to other clients and/or employ personnel who have worked directly with municipal agencies and/or housing divisions within a public agency handling similar programs.

#### **2. REFERENCES (10%)**

Evaluation will be based upon quality of services provided to specific clients and or personnel track record with municipal agencies and/or housing divisions within a public agency. Preference will be given to submittals that have demonstrated a positive relationship with municipal agencies and/or housing divisions within a public agency.

#### **3. HOURLY RATE/COMPENSATION (40%)**

Based upon the reasonable hourly rates of personnel identified to carry out services.

## **SUBMITTAL INSTRUCTIONS**

Qualifications must be submitted via e-mail, mail or hand-delivery to the City of Huntington Park City Clerk's Office on or before **Monday, August 7, 2017 at 12:00 p.m.** Late submissions will not be accepted. Please provide two (2) copies of your submission.

The envelope containing your qualification(s) must be labeled "**HOME Administrative Services Qualification**" and marked to the attention of:

**City of Huntington Park  
City Clerk's Office  
6550 Miles Avenue  
Huntington Park, CA 90255**

or

**Email qualifications to:  
DSchwartz@hpca.gov**

## **GENERAL INFORMATION**

Any costs incurred in the preparation of the qualifications, presentation to the City, travel in conjunction with such presentations, or samples of items shall be solely the responsibility of the submitter. The City assumes no responsibility and no liability for costs incurred by submitters prior to issuance of a contract or purchase order.

The submitter shall furnish the City with such additional information as the City may reasonably require. The City reserves the right to conduct pre-contract negotiations with any or all potential submitters.

Any questions or requests for clarification must be submitted in writing or sent via email to:

**John A. Ornelas, Interim Finance Director  
JOrnelas@hpca.gov**

All data, documents, and other products used or developed during performance of the services will be and remain the property of the City upon completion of the services.

## **ATTACHMENT I**

### **SCOPE OF SERVICES**

- Prepare all reports and notices as required by the U.S. Department of Housing and Urban Development for the HOME program, including but not limited to: Substantial Amendments, Contractor/Subcontractor activity reports, and other related public notices.
- Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
- Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan for the HOME project.
- Prepare necessary environmental review forms and documents for HOME projects and activities where required.
- Review submitted funding qualifications for completeness and eligibility (income eligibility).
- Coordinate preparation of sub-recipient contracts with the City Attorney.
- Review invoices for accuracy and eligibility, as well as match against the approved scope of work.
- Develop a monitoring plan and monitor all HOME projects/programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
- Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
- Provide Compliance Reports as needed for projects using HOME funds.
- Review contractors' bids.
- Create and maintain files for HOME funded projects/activities and programs.
- During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- Coordinate with property owners and residents participating in the Residential Rehab Program.
- Provide research and analysis as requested by City.
- Attend public meetings, as needed.
- Provide any other administrative services as required to properly administer the City's HOME programs.
- Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
- Advise regarding Labor Compliance for HOME funded projects.
- Conduct HQS Inspections.
- Coordinate with contractors.
- Monitor contractors throughout the project period.
- Ensure proper close out of projects (both files and on IDIS) once completed.
- Assist in program implementation for Residential Rehabilitation Program.

## ATTACHMENT “B”

## PROFESSIONAL SERVICES AGREEMENT

### Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program

(Parties: City of Huntington Park and MidCities Grants, LLC)

THIS ADMINISTRATIVE CONSULTING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date") by and between the City of Huntington Park, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "City" and MidCities Grants, LLC, a limited liability company, hereinafter referred to as "Consultant."

**WHEREAS**, City desires to engage the services of Consultant as an independent contractor for the purposes of providing the City consulting services related to the Community Planning and Development (CPD) Program and the HOME Investment Partnership Program (HOME); and

**WHEREAS**, City solicited proposals from qualified companies, which included, but was not limited to, Consultant; and

**WHEREAS**, based on Consultant's qualifications and experience, it was determined by City that Consultant offers an optimal combination of qualities that provide the City with the best value for the services required; and

**WHEREAS**, the Huntington Park City Council ("City Council"), at a regularly scheduled meeting of [Insert Date] approved the execution of this AGREEMENT.

**NOW THEREFORE**, the Parties hereto agree as follows:

### **SECTION ONE: SERVICES OF CONSULTANT**

Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the Community Planning and Development (CPD) Program and the HOME Investment Partnership Program (HOME), as specified in the Statement of Work ("SOW") attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services" or "Work").

Standard of Performance. Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the Services herein shall be consistent with industry standards, fit for the purpose intended.

Use of Subcontractors. Consultant shall not contract with any entity to perform in whole or in part, the Work and Services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void. Additionally, the Consultant agrees its use

of any Subcontractor(s) will be subject to the following requirements, in addition to any other applicable provisions in this Agreement:

- (a) In no event will the Consultant be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Consultant in writing of the Subcontractor's unsatisfactory performance and the City's justification for judgment. Following receipt of this notification, the Consultant will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor, or replace such a Subcontractor by another third party or by the Consultant's personnel. The replacement of a previously approved Subcontractor with a new third party shall require the City's written consent. Pursuant to Section Four (4) of this Agreement, the Consultant shall indemnify the City for any and all Claims resulting from a Subcontractor's performance of or failure to perform any Services under this Agreement.
- (b) The Consultant will ensure that each Subcontractor has obtained and maintains all licenses, including business licenses, required in connection with the Services for which such Subcontractor is responsible.

## **SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit B (the "Contract Price"). Consultant's total compensation during the term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$120,000.00 (hereinafter the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council acting in consultation with the City Manager. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant's performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City-approved amendment to the fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

2.2 Method of Payment and Invoices. Unless subject to a dispute as provided in Section 2.3, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. Unless otherwise provided in the Fee Schedule, the Consultant shall submit to City no later than the fifteenth (15th) working day following the last day of the month during which the Services were provided, in the form approved by City. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will not be deemed to be in

breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Consultant may refund any overcharges with respect to any invoice at any time.

2.3 Disputed Amounts. The City may withhold payment of any portion of a Consultant invoice that the City in good faith disputes as due, owing or part of an invoice that does not comply with the invoice detail requirements included in Section 2.2 of this Agreement. In such case, if the City objects to any portion of an invoice, the City shall notify the Consultant of the City's objection in writing and set forth the grounds therefore within twenty-one (21) days of the date of receipt of the invoice, and the Parties immediately shall make every reasonable effort to settle the disputed portion of the invoice. The City will pay any undisputed amounts and provide to the Consultant a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 2.3. All of the Consultant's obligations under this Agreement will continue unabated during the dispute resolution process.

### **SECTION THREE: TERM AND TERMINATION**

3.1 Term and Effective Date. The term of this Agreement shall be two (2) years from the Effective Date of this Agreement and may be extended if both Parties desire to a one (1) year extension option. The Effective Date shall be the date this Agreement is fully executed by both Parties.

3.2 Termination. The term of this Agreement shall commence on the Effective Date, and terminate upon the expiration of the Agreement's term, or upon the earlier termination of this Agreement as set forth herein. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid on a prorated basis for work completed and/or in progress at the time of issuance of such termination notice.

### **SECTION FOUR: INDEMNIFICATION**

4.1 Indemnification. The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the Consultant or any other person for, and the Consultant shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the Consultant, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities

arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- (a) Consultant shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- (b) Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
- (c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the Consultant's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

#### **SECTION FIVE: RECORDS.**

5.1 Records. Consultant shall keep such books and records as shall be necessary to perform the Services required by this Agreement and enable the City Manager to evaluate the cost and the performance of such Services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The City Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records. The Consultant shall maintain such books and records and make them available to the City Manager for inspection and audit at mutually convenient times for a period of five (5) years from this Agreement's date of termination.

5.2 Ownership of Documents. All findings, information, data, drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, Subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the City Manager, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all Subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

#### **SECTION SIX: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.**

6.1. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. The Consultant and its employees, contractors (including Subcontractors), and

agents will use this confidential information only for the purposes of performing the Contractor's obligations under this Agreement. The Consultant will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's confidential information. The Consultant acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Agreement. The Consultant, its officers, employees, agents, or Subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

6.2 Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

6.3 Regardless of the form of any formal agreement that the Consultant has signed with its employees, contractors (including Subcontractors), and agents, the Consultant will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's confidential information by its officers, employees, contractors (including Subcontractors), agents and the like.

6.4 The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's confidential information will survive the expiration or termination of this Agreement for a period of five (5) years from the expiration or termination of this Agreement.

## **SECTION SEVEN: LEGAL RELATIONS AND RESPONSIBILITIES.**

7.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all Work and Services performed by or on behalf of Consultant.

7.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and

interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement.

7.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

7.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

7.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

7.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. However, the Parties may agree to submit any dispute to non-binding arbitration.

7.7 Disputes. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the City Manager; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to any legal action related to the enforcement of this Agreement.

7.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.10 Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

7.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

7.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

7.13 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.14 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by the Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole

discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such written consent shall be void and of no effect.

## **SECTION EIGHT: INSURANCE**

8.1 Required Insurance Coverage. During the term, and for such other periods as may be required herein, at its sole expense, the Consultant will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum, coverage with an insurance company admitted to do business in California, consistent with the rating requirements contained below, and be approve in writing the City. The following coverage is the minimum required. All limits are per occurrence unless otherwise specified.

	<b><u>LIMITS</u></b>
<b>A. Workers Compensation Endorsement</b>	Statutory
(i) Voluntary Compensation Endorsement	
(ii) Waiver of Subrogation, specifically name the City of Huntington Park (Please see attached supplement)	
<b>B. Automobile Liability – covering owned, non-owned and hired auto</b>	\$1,000,000
<b>C. Commercial General Liability, including the following coverage</b>	\$1,000,000
(i) Premises and Operations	
(ii) Contractual (Blanket/Schedule)	
(iii) Independent Contractors	
(iv) Products/Completed Operations	
(v) Personal Injury	
(vi) Additional Insured Endorsements, specifically naming the City of Huntington Park (Please see attached supplement)	
(vii) Cyber security	
<b>D. Professional Liability Insurance</b>	\$2,000,000
*Claims-made policy: continuous coverage for at least one (1) year after contract completion, or one (1) year extended reporting period beginning after contract completion	
<b>E. Errors and Omissions</b>	\$1,000,000

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT IV, MUST BE REVIEWED FOR ACCEPTABILITY BY THE DIRECTOR OF FINANCE.**

8.2 Evidence of Insurance. Concurrent with the Effective Date, and thereafter at the City's request, the Consultant will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements.

8.3 Endorsements. The commercial general liability insurance policy and automobile insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: “The City of Huntington Park and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased hired, or borrowed by the Consultant.”

(b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City.”

(c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects to the City of Huntington Park, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Huntington Park shall be excess and not contributing with the insurance provided by this policy.”

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the City of Huntington Park, its officers, officials, agents, employees, and volunteers.

(e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(f) The Workers’ Compensation policy shall provide a waiver of subrogation in favor of the City.

8.4. Ratings Requirements. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better, unless otherwise approved in writing by the Director of Finance.

8.5 Non-limiting. Nothing in Section 9 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000, approved by the City.

## **SECTION NINE: GENERAL WARRANTY DISCLAIMER**

Except as expressly stated in this agreement, neither Party makes any express warranties to the other, nor does each Party excludes all implied warranties or covenants, including, but not

limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

9.1. Consultant Representations, Warranties, and Covenants. The Consultant represents and warrants to the City that:

- (a) it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
- (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance of this Agreement by the Consultant have been duly authorized by all necessary corporate actions;
- (c) the execution and performance of this Agreement by the Consultant shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Consultant is a party or by which it is bound;
- (d) it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;\
- (e) this Agreement constitutes a valid, binding and enforceable obligation of the Consultant;
- (f) Consultant, and its Subcontractors, has obtained or agrees to apply prior to performing any Services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by the City. No payments shall be made to Consultant until such business license(s) has been obtained;
- (g) it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated SOW;
- (h) without limiting the generality of the foregoing, all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided;
- (i) it represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Code (City of Huntington Park Resolution No. 2016-09 that incorporates by reference 2 Cal. Code of Regs. Section 18730) and that it conducts its business in a manner that is consistent with this City policy;
- (j) it represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Consultant or any of its affiliates or Subcontractors that might adversely affect the Consultant's ability to perform its obligations under this Agreement. The Consultant shall notify the City within seven (7) calendar days of the Consultant's knowledge of any such actual or anticipated claim, suit or proceeding;

- (k) it shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder;

9.2 City's Representations, Warranties, and Covenants. The City represents and warrants to the Consultant that:

- (a) it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action; and

**SECTION TEN: MISCELLANEOUS**

10.1 Notices. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK  
Attention: City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant: MidCities Grants, LLC.  
Attention: Alvaro Gamino, President  
1820 Arapahoe Street  
Los Angeles, CA 90006

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement.

10.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the Parties hereto.

10.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

10.7. Entire Agreement. This Agreement, including all Exhibits and Addenda hereto, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by the Consultant and the City.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the patties have entered into this Agreement as of the date first written above.

**CITY:**

**CITY OF HUNTINGTON PARK**

**CONSULTANT:**

**MIDCITIES GRANTS, LLC.**

By: \_\_\_\_\_  
City Manager  
Edgar Cisneros

By: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk  
City of Huntington Park

APPROVED AT TO FORM  
ALVAREZ-GLASMAN & COLVIN

By: \_\_\_\_\_  
Noel Tapia  
Assistant City Attorney  
City of Huntington Park

## **EXHIBIT A – STATEMENT OF WORK**

- Prepare all reports and notices as required by the U.S. Department of Housing and Urban Development for the HOME program, including but not limited to: Substantial Amendments, Contractor/Subcontractor activity reports, and other related public notices.
- Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
- Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan for the HOME project.
- Prepare necessary environmental review forms and documents for HOME projects and activities where required.
- Review submitted funding qualifications for completeness and eligibility (income eligibility).
- Coordinate preparation of sub-recipient contracts with the City Attorney.
- Review invoices for accuracy and eligibility, as well as match against the approved scope of work.
- Develop a monitoring plan and monitor all HOME projects/programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
- Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
- Provide Compliance Reports as needed for projects using HOME funds.
- Review contractors' bids.
- Create and maintain files for HOME funded projects/activities and programs.
- During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- Coordinate with property owners and residents participating in the Residential Rehab Program.
- Provide research and analysis as requested by City.
- Attend public meetings, as needed.
- Provide any other administrative services as required to properly administer the City's HOME programs.
- Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
- Advise regarding Labor Compliance for HOME funded projects.
- Conduct HQS Inspections.
- Coordinate with contractors.
- Monitor contractors throughout the project period.
- Ensure proper close out of projects (both files and on IDIS) once completed.
- Assist in program implementation for Residential Rehabilitation Program.

## **EXHIBIT B – FEE SCHEDULE**

### **Hourly Rates:**

Administrator	\$85.00
Senior Project Associate	\$65.00
Project Associate	\$50.00
Secretary	\$35.00

### **Additional Fees:**

Postage	Cost plus 5% surcharge
Copies/Reproduction	Cost plus 5% surcharge
Supplies	Cost plus 5% surcharge
Mileage	55.5 cents per mile



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

## **- INFORMATION ONLY -**

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **- INFORMATION ONLY - COMPLETION OF INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT**

### **INFORMATIONAL ITEM FOR THE CITY COUNCIL:**

1. LAN WAN, the City's current contract IT service provider, will transfer servers & server data from a replaced Storage Area Network (SAN) to a newly purchased Storage Area Network (SAN).

### **BACKGROUND**

During the FY 2016 - 2017, the Huntington Park Police Department replaced a faulty Storage Area Network (SAN) with a new Storage Area Network (SAN). All of the appropriated hardware and software for this new SAN project has already been installed and configured however; all of the department's critical data and virtual servers now need to be transferred from the old SAN to the new SAN.

There are a total of twenty-eight (28) servers, including virtual servers, which contain critical data needed to perform daily operations within the Police Department. This project will include the installation and setup of a VMWare virtual server environment and seven (7) of the twenty-eight (28) servers needed to maintain the department's daily operations. Remaining data and virtual servers can be moved at a later date to be determined.

### **FISCAL IMPACT/FINANCING**

Service cost for this project is already budgeted in FY 2017-2018 budget, Account #111-7010-421.56-41. There is no additional fiscal impact associated with this project. LAN WAN's service for this project is included in the yearly service agreement between LAN WAN and the City.

Below is a description of the project scope of work to be performed at no additional cost to the City:

**- INFORMATION ONLY - COMPLETION OF INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT**

September 19, 2017

Page 2 of 2

Labor Cost				
Description	Qty.	Hourly Rate	Total Hours	Total Cost
Set Up VMWare Environment and Commission NEW SAN	1	\$0	30	\$0
Setting Up New Domain Controller 2016 on NEW SAN	1	\$0	38	\$0
Move File Server HPPD-FS02 to NEW SAN	1	\$0	36	\$0
Move CAD Server HPPD-CAD01 to NEW SAN	1	\$0	24	\$0
Move HPPD-MobileSVR1 to NEW SAN	1	\$0	32	\$0
Move HPPD-VFBR01 to NEW SAN	1	\$0	24	\$0
Move ZRMS1 to NEW SAN	1	\$0	32	\$0
				Subtotal
				\$0
				Sales Tax
				\$0
				Grand Total
				\$0


**CONCLUSION**

Data provided to Council for informational purposes only.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

None



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **APPROVE FISCAL YEAR (FY) 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$140,000 and budget appropriation in revenue account #224-0000-335.30-96 to reflect reimbursable revenue from grant;
2. Authorize the Chief of Police and Interim Finance Director to execute the Standard Agreement for FY 17-18 Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Authorize budget appropriation of \$140,000 to the Office of Traffic & Safety Fund for FY 17-18

### **BACKGROUND**

The California Office of Traffic Safety (OTS) strives to eliminate traffic collision deaths and injuries. To this effort, OTS designates grant funds for local and state public agencies to implement programs which help enforce traffic laws; educate the public about traffic safety; and to provide varied and effective ways of reducing fatalities, injuries, and monetary losses from traffic collisions. OTS uses various criteria, such as; potential traffic safety impact, traffic collision statistics, the seriousness of identified problems, and performance under previous grants, to awards grant funds on a competitive basis.

The OTS goal is to help agencies develop traffic safety programs that contribute toward their mission of; *"Toward zero deaths, every 1 counts."*

# **APPROVE FISCAL YEAR (FY) 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT**

September 19, 2017

Page 2 of 3

A 2014 OTS study on alcohol-involved traffic collisions involving 105 California cities with similar demographics as Huntington Park found that Huntington Park ranked:

- 9<sup>th</sup> in terms of the total number of fatalities or injuries resulting from a collision involving alcohol,
- 8<sup>th</sup> in terms of collisions involving drunk drivers under the age of 21,
- 27<sup>th</sup> in terms of collisions involving drunk drivers between the ages of 21 and 34,
- 2<sup>nd</sup> in terms of pedestrian-involved collisions, and
- 8<sup>th</sup> in terms of bicycle-involved collisions.

By conducting specific enforcement, through DUI checkpoints; saturation patrols; enforcement related to pedestrian and bicycle safety; and providing traffic education to members of the public, OTS and the Police Department anticipates a decrease in traffic collisions, with the expectation of a safer traffic environment for all residents and visitors.

Upon entering into this agreement with the OTS, the Police Department will receive grant funds, on a reimbursement basis, to pay for the outlined traffic strategies.

## **FISCAL IMPACT/FINANCING**

No matching City funds are required to receive this OTS grant funding. OTS awards funds on a reimbursement basis. Agencies receiving OTS funding must spend funds to complete projects, and then submit for the reimbursement.

This grant is being funded with awarded Federal funds of \$140,000. As a result, the funds are programmed for the Federal Fiscal Year of 2017-18 (October 1, 2017 to September 30, 2018). The Police Department will submit quarterly reimbursements until the OTS grant funded project is completed.

. We are requesting an additional budget appropriation to the following accounts for FY 17-18:

<b>Account</b>	<b>Expense</b>	<b>Amount</b>
224-7115-421.13-00	Police Department overtime	\$ 95,502
224-7115-421.22-00	Medicare	\$ 1,385
224-7115-421.59-15	Professional Development	\$ 2,389
224-7115-421.61-20	Dept Supplies & Expense	\$ 5,724
224-7115-421.74-10	Equipment	\$ 35,000
	<b>GRAND TOTAL EXPENDITURES</b>	<b>\$140,000</b>

**APPROVE FISCAL YEAR (FY) 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT**

September 19, 2017

Page 3 of 3

Account	Revenue	Amount
224-0000-335.30-96	Public Safety / OTS Step	\$140,000
	<b>GRAND TOTAL REVENUES</b>	<b>\$140,000</b>

**LEGAL AND PROGRAM REQUIREMENTS**

The Police Department submitted a project proposal to the OTS to conduct selective traffic programs and to purchase equipment for the safe operations of DUI checkpoints. The Grant Proposal was approved by the State. Funding for this project will be through 2017-2018 for the Selective Traffic Enforcement Program (STEP). The Police Department has been approved \$140,000 to run four (4) checkpoints; twelve (12) DUI saturation patrols; twelve (12) traffic enforcement operations; four (4) distracted driving operations; one (1) traffic safety educational presentation; and six (6) bicycle and pedestrian enforcement operations throughout the grant period. Additionally, \$5,724 of the grant will be designated for the purchase of supplies, \$35,000 for purchasing an equipment trailer, and \$2,389 for training and other professional development.

Once approved by City Council, the agreement will be finalized by the OTS, upon which time this project will be funded.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager




COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

A. FY 2017-2018 Selective Traffic Enforcement Program Grant Agreement

# ATTACHMENT “A”

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>Huntington Park</b>	<b>3. Grant Period</b>  From: 10/01/2017 To: 09/30/2018
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Huntington Park Police Department</b>	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$140,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>Exhibit A – Certifications and Assurances</li> <li>Exhibit B* – OTS Grant Program Manual</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. AUTHORIZING OFFICIAL OF DEPARTMENT</b> NAME: Cosme Lozano      PHONE: 323-826-6628 TITLE: Chief of Police      FAX: 323-584-1137 ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255 EMAIL: clozano@huntingtonparkpd.org  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>(Signature)</div> <div>(Date)</div> </div>	<b>B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Rhonda L. Craft      PHONE: (916) 509-3030 TITLE: Director      FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>(Signature)</div> <div>(Date)</div> </div>
<b>C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b> NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. DUNS NUMBER</b> DUNS #: 070657085 REGISTERED ADDRESS: 6550 Miles Avenue CITY: Huntington Park      ZIP+4: 90255-4302

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-18	20.608	0521-0890-101	2017	2017	14/17	\$100,000.00
402PT-18	20.600	0521-0890-101	2017	2017	14/17	\$40,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$140,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				<b>\$140,000.00</b>		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				<b>\$ 0.00</b>		
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				<b>\$140,000.00</b>		

## **1. PROBLEM STATEMENT**

The City of Huntington Park is a culturally diverse community with a population of 58,879 (US Census Bureau: 2013). Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a Mayor and a four member City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the Department has noticed a steady number of traffic collisions that have occurred in the City. Since 2014 (170), traffic collisions have remained consistent with a slight decrease in 2015 (135 collisions.) The number of victims involved in traffic collisions during the same time period has also remained consistent (approximately 182 victims), with again a slight decrease in 2015 (173 victims.)

The Department has also observed three fatalities in 2015, where the driver speed and/or driving under the influence were the primary collision factors. During the first quarter of 2015 the department has observed 1 fatality, where the driver's speed and/or driving under the influence were the primary collision factors.

The number of DUI arrests has also significantly decreased over the past three years. In 2013, a total of 202 drivers were arrested for DUI. During 2014, the number of DUI arrests decreased to 198. During 2015, the number again decreased to 164. Furthermore, during the same time (2015) period traffic collisions involving intoxicated drivers account for slightly over 19 percent of all traffic collisions. We attribute the decrease of DUI arrests to the lack of man power and resources, due to financial cuts. Therefore, alcohol involved traffic collisions have increased throughout the years.

Preliminary statistics for 2015 indicate that alcohol involved, hit and run, and pedestrian collisions are currently on pace to decrease when compared to 2014 statistics. Both hit and run and pedestrian collisions increased by approximately 10 percent. Nighttime collisions are also on pace to increase by approximately 10 percent.

In addition to the aforementioned increase in traffic collisions and alcohol involved traffic collisions, the City anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours.

An increase in traffic collisions combined with the anticipated increase in vehicle and pedestrian traffic has led the Department to actively seek solutions to increase traffic safety within the community. The Department hopes to obtain funding to conduct several traffic enforcement details to reduce the number of traffic collisions and victims by targeting drivers that are engaged in driving habits that have been identified as primary collision factors. This includes: speed, driving under the influence, and inattentive/distracted drivers.

## **2. PERFORMANCE MEASURES**

### **A. Goals:**

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.

15. Reduce hit & run fatal collisions. 16. Reduce hit & run injury collisions. 17. Reduce nighttime (2100 - 0259 hours) fatal collisions. 18. Reduce nighttime (2100 - 0259 hours) injury collisions.	
<b>B. Objectives:</b> 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	<b>Target Number</b> 1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
7. Conduct DUI Saturation Patrol operation(s).	12
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	12
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	4
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operations.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	6
13. Conduct Traffic Safety educational presentations with an effort to reach community members. Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
<b>3. METHOD OF PROCEDURE</b> <b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b> <ul style="list-style-type: none"> <li>The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.</li> <li>All training needed to implement the program should be conducted this quarter.</li> <li>All grant related purchases needed to implement the program should be made this quarter.</li> <li>In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the</li> </ul>	

number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

#### Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

### **B. Phase 2 – Program Operations (Throughout Grant Year)**

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

#### Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.
  - If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
  - Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

## **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

## **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

**GRANT AGREEMENT**

Schedule B

**PT18059**

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$100,000.00
402PT	20.600	State and Community Highway Safety	\$40,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>		
Positions and Salaries		
<b><u>Full-Time</u></b>		\$0.00
<b><u>Overtime</u></b>		
DUI/DL Checkpoints	20.608	\$42,560.00
DUI Saturation Patrols	20.608	\$16,716.00
Traffic Enforcement	20.600	\$16,716.00
Distracted Driving	20.600	\$5,572.00
Motorcycle Safety	20.600	\$5,572.00
Night-time Click It Or Ticket	20.600	\$1,393.00
Pedestrian and Bicycle Enforcement	20.600	\$8,358.00
<b><u>Part-Time</u></b>		\$0.00
Category Sub-Total		\$96,887.00
<b>B. TRAVEL EXPENSES</b>		
In State Travel	20.600	\$2,389.00
		\$0.00
Category Sub-Total		\$2,389.00
<b>C. CONTRACTUAL SERVICES</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>D. EQUIPMENT</b>		
DUI Trailer	20.608	\$35,000.00
Category Sub-Total		\$35,000.00
<b>E. OTHER DIRECT COSTS</b>		
DUI Checkpoint Supplies	20.608	\$2,724.00
PAS Device/Calibration Supplies	20.608	\$3,000.00
Category Sub-Total		\$5,724.00
<b>F. INDIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>GRANT TOTAL</b>		<b>\$140,000.00</b>

<b>BUDGET NARRATIVE</b>	
<b>PERSONNEL COSTS</b>	<b>QUANTITY</b>
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
<b>TRAVEL EXPENSES</b>	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
<b>CONTRACTUAL SERVICES</b>	
-	
<b>EQUIPMENT</b>	
DUI Trailer - Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.	1
<b>OTHER DIRECT COSTS</b>	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.	3
<b>INDIRECT COSTS</b>	
-	

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this 'agreement' shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.

**CERTIFICATIONS AND ASSURANCES**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCHACT)**

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who

is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

1. The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

#### **Instructions for Lower Tier Certification**

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

# **CITY OF HUNTINGTON PARK**

## **City Council Meeting Agenda Tuesday, September 19, 2017**

### **REGULAR AGENDA**

#### **PUBLIC WORKS**

8. Discussion and/or Action - Update on Pacific Boulevard Project

**- UPDATE ONLY -**



## CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**APPROVE PARKING PAY STATION CONTRACT CHANGE ORDER NO. 01, AND CUSTOMER AGREEMENT WITH T2 SYSTEMS CANADA, INC., FOR PAY STATIONS DIGITAL “IRIS” SOFTWARE SERVICE AND LGP EQUIPMENT RENTAL, INC. INVOICES**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve Contract Change Order (CCO) No. 1 in the amount of \$8,129.43 for FY 2016-2017 and authorize City Manager to execute the Contract Change Order;
2. Approve Digital “Iris” software customer agreement with T2 Systems Canada, Inc., authorize City Manager to execute agreement, and approve additional appropriation of \$27,000 for software for FY 2017-2018 to account 231-8010-415.56-41; and
3. Approve expenditure in the sum of \$5,790.94 for FY 2016-2017 to LGP Equipment Rental, Inc., for Invoice #100119 & #100269 totaling \$5,790.94 for rental of message boards.

**BACKGROUND**

In 2013 the City of Huntington Park was awarded Call for Projects grant in the sum of \$546,000 with a local match of \$234,000 for a total project total of \$780,000 for the Downtown Huntington Park “i-Park” System Implementation Project.

On March 21, 2017, Council awarded the contract to T2 Systems Canada, Inc., which accepted Pay Station Installation for the Downtown Huntington Park “i-Park” Systems Implementation Project. At the time of the purchase of the Pay Stations it was brought to the City’s attention by T2 Systems Canada, Inc., that a software “Iris” was required for staff to communicate with each of the Pay Stations. A Request for Change Order was not submitted timely for City approval before the software “Iris” was installed. Staff is requesting for City approval of Change Order #01 in the sum of \$8,129.43 for the purchase and installation of 30 digital software “Iris”, and to enter into a monthly customer agreement with T2 Systems Canada, Inc., for the monthly service fee of

**APPROVE PARKING PAY STATION CONTRACT CHANGE ORDER NO. 01,  
CUSTOMER AGREEMENT WITH T2 SYSTEMS CANADA, INC., FOR PAY  
STATIONS DIGITAL SOFTWARE SERVICE “IRIS” AND LGP EQUIPMENT RENTAL,  
INC. INVOICES**

September 19, 2017

Page 2 of 2

\$75.00 per station for a total annual amount of \$27,000 for the digital software service ‘Iris’.

Lastly, staff is requesting for Council approval of payment for invoices #100119 and #100269 for a grand total of \$5,790.94 to LGP Equipment Rental, Inc., for the rental of message boards used during the installation of the Pay Stations.

**FISCAL IMPACT/FINANCING**

Approval of Contract Change Order (CCO) No. 1 for \$8,129.43 is part of the amended budget for FY 16-17. No additional budget appropriation is required for this change order.

Approval of digital “Iris” software customer agreement with T2 Systems Canada, Inc., will require an additional budget appropriation of \$27,000 for FY 17-18 to account 231-8010-415.56-41.

Approval of expenditure in the sum of \$5,790.94 for FY 16-17 to LGP Equipment Rental, Inc. for invoice #100119 and #100269 will not require an additional budget appropriation. This requested expenditure will be paid from account # 111-8010-431.74-10.

**CONCLUSION**

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. City Contract Change Order No. 01 Authorization
- B. Software “Iris” Service Customer Agreement
- C. LGP Equipment Rental Invoice #100119 and #100269

# ATTACHMENT “A”

# CITY CONTRACT CHANGE ORDER AUTHORIZATION

City of HUNTINGTON PARK


PROJECT:	Parking Pay Stations	CONTRACT NO.:	N/A
		REF CCO REQUEST NO.:	01
CONTRACTOR:	T2 Systems Inc.	APPROVED CCO NO.:	01

## AUTHORIZATION TO PROCEED WITH THE FOLLOWING CHANGE ORDER:

Description	Total
Purchase and installation "Iris" software for 30 pay stations.	\$8,129.43

<b>Original Approved Contract Amount:</b>	<b>\$308,542.16</b>
Previously Authorized Contract Change Orders:	\$0.00
Subtotal:	\$308,542.16
Authorized Amount For This Contract Change Order:	\$8,129.43
<b>Total Authorized Contract Amount To Date (Sum of The Above):</b>	<b>\$316,671.59</b>
Total Contract Days (Working) Per Contract:	50
Additional/Deductive Days (Working) Per Previously Authorized Contract Change Orders:	0.00
Additional/Deductive Days (Working) For This Contract Change Order:	0.00
<b>Total Authorized Contract Days (Working) To Date:</b>	<b>50</b>
<b>Date of Notice to Proceed</b>	<b>04/17/17</b>
<b>Original Completion Date:</b>	<b>06/27/17</b>
<b>Revised Completion Date Including This Contract Change Order:</b>	<b>06/27/17</b>

## APPROVAL BY CITY

Project Inspector		Approved by:	
Name:	N/A	Name:	Daniel Hernandez
Signature:	No inspection required	Signature:	
Title:	N/A	Title:	Director of Public Works
Date:		Date:	8/24/17

## ACCEPTANCE BY CONTRACTOR

I agree to perform the work described in this change order, and that the total cost approved for the change order includes any and all costs associated with this change order, and that I shall not make any other claims (including but not limited to, additional change order costs, delay costs, loss of profit, loss of productivity, overhead, insurance, bonding, administrative, etc.) against the City for this change order.	Name:	Carmen Sevens
	Signature:	
	Title:	Regional Sales Manager
	Date:	24-Aug-17

INFO TO BE ENTERED BY CITY

INFO TO BE ENTERED BY CONTRACTOR

COMMON PROJECT INFO

INFO TO BE ENTERED BY RE/CMCI/PM

CONTRACT UPDATE INFO

## ATTACHMENT “B”



## DIGITAL IRIS Customer Agreement

THIS DIGITAL IRIS CUSTOMER AGREEMENT GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES AND DIGITAL IRIS-RELATED SUPPORT SERVICES PURCHASED BY YOU ("**CUSTOMER**") FROM T2 SYSTEMS CANADA INC. ("**T2**").

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATE OR OTHER LEGAL ENTITY YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND "**CUSTOMER**" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR SUCH ENTITY MAY USE THE SERVICES.

1. **DEFINITIONS.** In this Agreement:

- (a) "**Activation Date**" means the first date that each pay station unit is enabled by T2 to connect to the Services.
- (b) "**Affiliate**" means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (c) "**Agreement**" means this Digital Iris Customer Agreement, including all Sales Quotes.
- (d) "**Confidential Information**" means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
  - (i) all know-how, technology and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and
  - (ii) all information relating to the disclosing party's business, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, customer data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (e) "**Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Digital Iris Services provided by T2 to its customers from time to time.
- (f) "**T2 System**" means, in respect of the Digital Iris Services, the entire physical operation(s), located at the T2 facilities designated by T2 from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
- (g) "**Effective Date**" means the date on which Customer first accepts this Agreement.
- (h) "**Digital Iris Services**" means the Digital Iris services subscribed to by Customer as set out in the Sales Quote(s).



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- (i) **"Fees"** means the fees for the Services as set out in the Sales Quote(s), and any other amounts payable under this Agreement, as calculated from the Activation Date.
- (j) **"Non-Conformity"** means the failure of the Digital Iris Services software to perform according to the Documentation.
- (k) **"Point of Access"** means T2's border router(s) which is (are) used to establish connectivity from the T2 System to T2's Internet service provider and the public Internet.
- (l) **"Representatives"** means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (m) **"Sales Quote(s)"** means the sales quote forms executed by Customer from time to time setting out the details of the Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Agreement.
- (n) **"Services"** means the Digital Iris Services, Wireless Data Services, Support Services and/or any additional services.
- (o) **"Support Services"** means Digital Iris technical support services purchased by Customer, as described in the pay station warranty description, as amended from time to time.
- (p) **"System Availability Period"** means, in respect of the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding the System Maintenance Period.
- (q) **"System Maintenance Period"** means, in respect of the Digital Iris Services, scheduled maintenance periods during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements for the T2 System.
- (r) **"Wireless Data Services"** means the third party wireless data services, if any, purchased by Customer from T2 for the purpose of enabling communications between the T2 System and Customer's parking pay stations.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

2. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

3. **DIGITAL IRIS SERVICES.**

- (a) Subject to the terms of this Agreement, T2 will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
- (b) T2 will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2 System.
- (c) T2 will provide the Digital Iris Services in accordance with the following standards:
  - (i) T2 is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
  - (ii) T2 will be responsible for delivery of access to the Digital Iris Services on the T2 System only up to and including the Point of Access, and is not responsible for any failure due to



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Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;

- (iii) T2 will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
- (iv) T2 will provide Customer with at least 48 hours prior electronic notice of any scheduled System Maintenance Period;
- (v) T2 shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
- (vi) T2 will respond to incidents that have been reported by Customer within the response times set out in the T2 Support Services description; and
- (vii) in the event of a T2 System failure, T2 will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer data.

4. **RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.**

- (a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Sales Quote(s), and only in accordance with the Documentation and any other instructions issued by T2 from time to time. Failure to use the Services in accordance with instructions provided by T2 may result in failure of all or any part of the Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2 for additional information.
- (b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.
- (c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (d) Customer agrees not to:
  - (i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2 System;
  - (ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2 System, or interfere with any other customer's ability to use the Digital Iris Services or the T2 System;
  - (iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
  - (iv) attempt to embed the Digital Iris Services within another website;
  - (v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorised by T2 to gain access to the T2 System or the Digital Iris Services;



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- (vi) attempt a Denial of Service (DOS) attack of any kind;
- (vii) use the Digital Iris Services or the T2 System to transmit SPAM, junk email or other unsolicited email of any kind; or
- (viii) in connection with the Services, engage in conduct that would constitute a criminal or quasi-criminal offence, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

5. **WIRELESS DATA SERVICES.**

- (a) If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Sales Quote(s).
- (c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 from time to time for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- (d) Customer may not resell the Wireless Data Services to any other person.
- (e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
- (f) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.

6. **SUPPORT SERVICES.**

T2 will provide the Support Services in accordance with the Digital Iris technical services description, as amended from time to time. Support Services are limited to those set out in the services description, and expressly exclude any additional services required to correct any Non-Conformities resulting from the causes described in Subsection 11(b). Any additional technical support may be agreed by T2 on a case-by-case basis, and shall be charged on a time and materials basis at T2's then-standard rates therefor.

7. **FEES AND PAYMENT.**

- (a) Customer agrees to pay to T2 the Fees plus all applicable taxes in accordance with this section.
- (b) The initial invoice will be issued on or about the Activation Date and the first month's Fees will be prorated to reflect such date. Except as otherwise set out in the Sales Quote(s), T2 will issue monthly invoices for Fees thirty (30) days in advance of each month of the calendar year. Payment terms are net thirty (30) days from the date of invoice and payable to T2 as set out in the invoice.



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- (c) Customer shall pay interest on any invoiced amounts which are unpaid after 30 days at a rate of 1.5% per month (18% per annum, effective rate) or the maximum amount allowed by law (whichever is less), from the date such amounts become due and payable. Customer also agrees to pay all costs incurred by T2 to collect any overdue amounts.
- (d) Without limiting any other rights and remedies which T2 may have, T2 shall also have the right to suspend or terminate any or all of the Services upon notice but without any liability to Customer or any other party, if any Fees or other amounts owing by Customer to T2 remain unpaid after 60 days, including any charge backs for NSF checks.
- (e) All Fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "Taxes"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment.

8. **OWNERSHIP.**

- (a) Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Services. Customer agrees that, except for the limited right to use the Services as set out in this Agreement, all rights, title and interest in and to the Services, the Digital Iris software, the T2 System, Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Services, shall remain vested in T2 or its third party suppliers.
- (b) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.
- (c) The parties acknowledge that at all times Customer will remain the owner of its transaction data. T2 shall not at any time use Customer's data or disclose Customer's data to any third parties, except that T2 may store, back-up and archive Customer's data.

9. **CONFIDENTIALITY.**

- (a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
  - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
  - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
  - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party;
  - (iv) that is disclosed with the written consent of the disclosing party; or



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- (v) that is disclosed pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that whenever possible prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (b) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable standard of care.
- (c) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (d) Upon termination of the Services, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 9.

10. **CUSTOMER LIABILITY.**

- (a) Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:
  - (i) Customer's inputs, selection and use of the Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party;
  - (ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
  - (iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Agreement.

11. **LIMITED WARRANTY.**

- (a) T2 warrants to Customer that, for the duration of this Agreement, the Digital Iris RIS Services will substantially conform to the specifications set out in the Documentation, as revised by T2 from time to time.
- (b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2 including, but not limited to:
  - (i) Customer's failure to:
    - (A) prepare and maintain a technical environment that meets the specifications provided by T2 from time to time,
    - (B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2 from time to time, or
    - (C) maintain pay station units in good repair in accordance with T2's recommendations and requirements for operation, maintenance and repair;



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- (ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2, or contemplated in the Documentation;
  - (iii) unauthorized modifications or repairs to any equipment supplied by T2 (including pay station units) by Customer or any person not approved by T2; or
  - (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2, shall be deemed to be under Customer's exclusive control and sole responsibility.
- (c) T2 shall have no responsibility and provides no representations or warranties with respect to any third party hardware, software or services, whether supplied in connection with this Agreement or otherwise.
- (d) If Customer notifies T2 in writing of a breach of the foregoing limited warranty, T2 shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2's reasonable discretion, of the Non-conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-conformity.

**12. EXCLUSION OF WARRANTIES.**

- (a) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 DOES NOT WARRANT THAT THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. IN ADDITION, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.
- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.



13. **LIMITATION OF LIABILITY AND DAMAGES.**

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: T2'S, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO T2 FOR THE SERVICES DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE MOST RECENT CLAIM. IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE.
- (b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; WIRELESS DATA SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEM OR THE DIGITAL IRIS SERVICES; WIRELESS DATA SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (c) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.
- (d) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (e) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (f) BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

14. **TERMINATION.**

- (a) Either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.



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- (b) Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services, without liability, pending the rectification of any breach by Customer.
- (c) Either party may terminate this Agreement, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party.
- (d) In addition, Customer may, upon written notice to T2 terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services, if T2 breaches any of its obligations in respect of the terminated Services and fails to cure such breach within 30 days after receipt of a written request from Customer to do so.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any of the Services for any reason:
  - (i) T2's obligation to provide the affected Services will terminate;
  - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;
  - (iii) Subject to T2's right to set-off any amounts owing by Customer to T2 pursuant to (ii), above, T2 will refund to Customer any Fees which have been prepaid by Customer for any unused portion of the terminated Services;
  - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;
  - (v) Customer may request T2 to provide a copy of all of Customer's data in a CSV file format at T2's standard fee therefor, as established by T2 from time to time; and
  - (vi) T2 may destroy, in its sole discretion, Customer's data remaining on the T2 System after either:
    - (A) receiving confirmation that Customer has a copy of any remaining data;
    - (B) providing Customer with a copy of any remaining data pursuant to Subsection 14 (e) (v) ; or
    - (C) 60 days after the expiration or termination of this Agreement, and
  - (vii) Sections 1, 4, 7, 8, 9, 10, 11, 12, 13, 14(e), 15, 16(c) and 16(i) shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.

15. **DISPUTE RESOLUTION.**

Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both



parties. If they do not reach a solution within a period of 60 days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be. No action, regardless of form, arising out of or in connection with this Agreement may be brought by Customer more than twelve (12) months after the occurrence of the event giving rise to the cause of action, regardless of whether the Customer was aware or ought reasonably to have been aware of the event.

16. **GENERAL PROVISIONS.**

- (a) Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.
- (b) Entire Agreement. Customer acknowledges that this Agreement (including the Sales Quote(s)) comprises the entire understanding and agreement between parties regarding the Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Services. T2 may change, modify, add or remove portions of this Agreement at any time. T2 will notify Customer of any changes to this Agreement by posting notice of such changes on the T2 web site ([www.digitalpaytech.com](http://www.digitalpaytech.com)), by email, or by sending notice to Customer in accordance with subsection 16(g), below. Customer's continued use of the Services following notice of such change means that Customer agrees to and accepts the Agreement as amended. If Customer does not agree to any modification of this Agreement, Customer must immediately stop using the Services and notify T2 that it is terminating this Agreement.
- (c) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 8 ("Ownership") and Section 9 ("Confidentiality") would cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 15, the affected party will be entitled to seek and obtain temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage
- (d) Enurement. This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.
- (e) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war, riot, fire, flood, or other disaster, acts of government, strike, lockout, power failures, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and



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the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed.

- (f) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (g) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing on the Sales Quote(s) or at such other address as either party may designate by notice to the other.
- (h) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (i) Publicity. Except as expressly permitted in Section 9 ("Confidentiality"), neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (j) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.

**T2 SYSTEMS CANADA INC.**

**XXX**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT “C”

Remit To:

LGP EQUIPMENT RENTALS, INC  
5545 E. GAGE AVE  
BELL GARDENS, CA 90201  
www.lgprentals.com

# Invoice

Closed	Invoice#
Mon 5/ 1/2017	100119

Customer #: 1029

City of Huntington Park  
6900 Bissell Street  
  
Huntington Park CA 90255

PO #: 2 Weeks Charge.

Date Out Mon 4/17/2017

Terms	Aging Date
On Account	Mon 5/ 1/2017

Fold Here

Fold Here

Ordered By: Mr. Juan Preciado

## Pickup

Pickup Date: Mon 5/ 1/2017 9:00AM  
Used at Address: 6900 Bissell st ; HP.  
2 Weeks.

Contact:  
Phone:

Qty	Items	Disc%	Status	Returned Date	Price
1	Message Board Called Off #15 on 5/1/2017 for 5/1/2017		Returned	Mon 5/ 1/2017 9:00AM	\$1,500.00
1	Message Board Called Off #15 on 5/1/2017 for 5/1/2017		Returned	Mon 5/ 1/2017 9:00AM	\$1,500.00
1	Message Board Called Off #15 on 5/1/2017 for 5/1/2017		Returned	Mon 5/ 1/2017 9:00AM	\$1,500.00

220-8010-431 73-10

Please pay from this invoice.

Rental and Sales:				Sales Tax:
\$4,500.00				\$393.75

## Current On Account

Total Amount:	\$4,893.75	Total Paid	\$0.00	Total Due	\$4,893.75
323-569-0969 Phone			323-569-0930 Fax		

Remit To:

LGP EQUIPMENT RENTALS, INC  
5545 E. GAGE AVE  
BELL GARDENS, CA 90201  
www.lgprentals.com

# Invoice

Closed	Invoice#
Sat 5/13/2017	100269

Customer #: 1029

City of Huntington Park  
6900 Bissell Street

Huntington Park CA 90255

Date Out Mon 4/17/2017

Terms	Aging Date
On Account	Sat 5/13/2017

..... Fold Here .....

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Ordered By: Mr. Juan P.

Qty	Key	Items Rented	Ser#	Disc%	Returned Date	Price
1	5200-543	Solar Tech Message Board	4GMIM0910E1454300		Sat 5/13/2017 12:41PM	\$750.00
		1day \$150.00 +1day \$150.00 1week \$600.00 4weeks \$1,800.00				

**Please pay from this invoice.**

Rental and Sales:			Damage Waiver:	Sales Tax:
\$750.00			\$75.00	\$72.19

**Current On Account**

Total Amount:	\$897.19	Total Paid	\$0.00	Total Due	\$897.19
323-569-0969 Phone			323-569-0930 Fax		



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

## - INFORMATION ONLY -

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

### DISCUSSION AND/OR ACTION ON IMPLEMENTATION OF FUEL HARDWARE AND SOFTWARE FOR FUELING CITY VEHICLES

#### INFORMATIONAL ITEM FOR THE CITY COUNCIL:

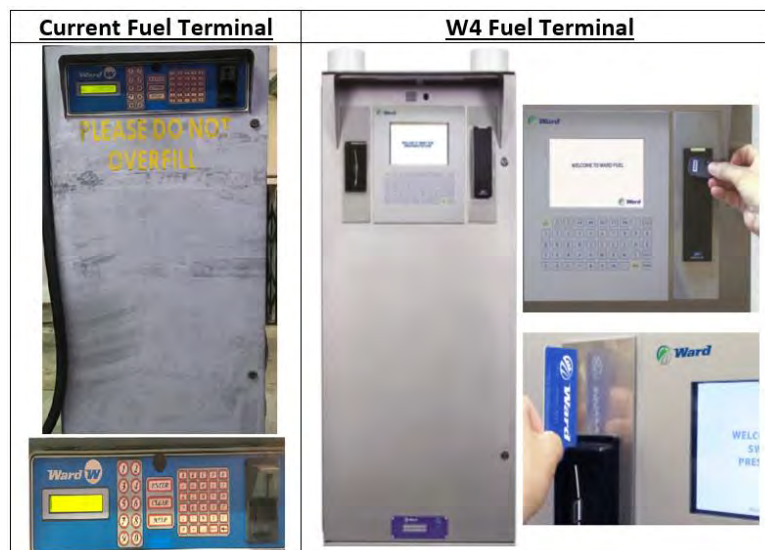
1. Deployment of EJ Ward Fuel Terminal, Hose Module, Fuel Tags and CANceiver Kits.

#### **BACKGROUND**

At Council's request, Item 10 Recommendation 3 from the September 5, 2017 City Council agenda was to be brought back before Council for an update on deployment of the approved fuel hardware and software.

#### **Fuel Terminal**

The current fuel terminal is obsolete and antiquated. The terminal will be replaced by EJ Ward's W4 Fuel Terminal that provides automated fuel authorization and provides improved fuel control and accountability. A picture of the current terminal and the W4 Fuel Terminal is provided below for reference.



## DISCUSSION AND/OR ACTION ON IMPLEMENTATION OF FUEL HARDWARE AND SOFTWARE FOR FUELING CITY VEHICLES

September 19, 2017

Page 2 of 3

### Hose Modules and Fuel Tags

The Ward Hose Module reads data from a Ward Fuel Tag installed on a vehicle that consumes fuel. The design allows the driver to pull up to the fuel pump, remove the nozzle from its cradle and insert it into the vehicle's filler neck without the need of a fuel card. 150 fuel tags were requested. Below is a breakdown of the City's fleet by department. The balance of the fuel tags will be used for DAR vehicles and inventory for future vehicles added to the fleet and/or replacement of existing vehicles.

Department	# of Vehicles	% of Fleet
Administration	2	2%
Community Development	1	1%
HP Express	7	7%
Parks & Recs	6	6%
Police Department	56	57%
Public Works	27	27%
<b>Total</b>	<b>99</b>	<b>100%</b>

### CANceiver

The Ward CANceiver is a device that enables a fleet to fully automate fueling, track vital vehicle diagnostic parameters, driver behavior, and GPS vehicle tracking. 20 CANceivers were requested. The initial deployment is intended to be rolled out to the police patrol vehicles which go through the most wear and tear of all the City's fleet vehicles. The rationale being, it would provide the Fleet Department a tool to better manage patrol vehicle maintenance as well as providing the Police Department information such as idling time and run time. This would allow the Police Department to make changes the department deems necessary for improved vehicle usage.

The table shows an CANceiver distribution based of percentage of vehicles of each respective department. However, due to the low usage of vehicles of departments such as Administration and Community Development the City would not receive the full benefit of the CANceiver and thus a distribution by percentage is not recommended.

Department	# of Vehicles	% of Fleet	CANceiver Distribution Based on %
Administration	2	2%	1
Community Development	1	1%	1
HP Express	7	7%	1
Parks & Recs	6	6%	1
Police Department	56	57%	11
Public Works	27	27%	5
<b>Total</b>	<b>99</b>	<b>100%</b>	<b>20</b>

## **DISCUSSION AND/OR ACTION ON IMPLEMENTATION OF FUEL HARDWARE AND SOFTWARE FOR FUELING CITY VEHICLES**

September 19, 2017

Page 3 of 3

### **FISCAL IMPACT/FINANCING**

The fuel hardware and software was budgeted in the FY17-18 budget under account 741-8060-431.74-10 and the proposed cost of \$30,641.20 is within the department's budget. A summary of cost is provided below

<b>Item</b>	<b>Cost</b>
Fuel Terminal	\$11,537.00
Hose Modules, Fuel Tags and CANceiver Kits	\$19,104.20
<b>Total</b>	<b>\$30,641.20</b>

### **CONCLUSION**

Data provided to Council for informational purposes only. Staff is happy to take Council's direction if it has an alternative view of the CANceiver deployment.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

### **ATTACHMENT(S)**

None



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **RESOLUTION APPROVING AGREEMENT WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH FOR CROSS CONNECTION PROGRAM MANAGEMENT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt Resolution No. 2017-31, approving agreement with Los Angeles County Department of Public Health (DPH) for management of the City's Cross Connection Program authorizing the County to enforce public health statutes and orders on behalf of the City; and
2. Authorize City Manager to execute agreement.

### **BACKGROUND**

Pursuant to California Health and Safety Code Section 101375, the City may adopt a resolution to establish the City's consent to the County's enforcement and observance of public health codes on behalf of the City. In 1958, Council passed Resolution 42-15, and in 1963, Council entered into an agreement with the County, for public health officer services and enforcement functions related to public health, sanitation and inspection services, but both the 1958 Resolution and 1963 agreement have since lapsed.

Pursuant to Health and Safety Code Sections 116800, local health officers (in this case, County DPH acting on behalf of the City) may maintain programs for the control of cross-connections by water users, within the users' premises, where public exposure to drinking water contaminated by backflow may occur. The programs may include inspections within water users' premises for the purpose of identifying cross-connection hazards and determining appropriate backflow protection.

Pursuant to Section 7584 of Title 22 of the State of California Code of Regulations (CCR), water suppliers shall protect the public water supply from contamination by implementation of a Cross Connection Control Program. The City of Huntington Park is a water supplier subject to Section 7584. Pursuant to Huntington Park Municipal Code Section 6-5.301, Public Works staff has monitored this Program and has been working

# **RESOLUTION APPROVING AGREEMENT WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH FOR CROSS CONNECTION PROGRAM MANAGEMENT**

September 19, 2017

Page 2 of 3

with the State Division of Drinking Water and the County Department of Health Services to fully develop and implement a more robust Program.

The proposed Resolution will authorize the City to enter into an Agreement with County DPH for assistance with enforcing public health laws, including the Cross Connection Control Program mandated by the above-referenced sections of the CCR and the Municipal Code. The proposed Agreement, approved through the authority granted by the Resolution, will strengthen the current Cross Connection Program.

If the Agreement is approved, the County cross connection specialists will conduct all surveys on behalf of the City. Additionally, the County specialists will train City staff to conduct surveys under the County's direct supervision. The goal is to fully train City staff, as time permits, and eventually City staff will independently manage the program. The CCR requires a person trained in cross connection control to implement the program. One Public Works Supervisor has taken requisite classes and is scheduled to take the certification test in the fall. Staff plans on building redundancy into Public Works operations by sending a second Public Works staff person to the requisite courses and become certified as well. Staff estimates it will take four years to build the foundation for a successful program.

## **FISCAL IMPACT/FINANCING**

Funds to implement a Cross Connection Control Program was approved in the City's FY 17-18 Adopted Budget in account 681-8030-461-56-41. Failure to implement a robust Program would risk formal enforcement such as a citation which may include a fine. Also, future funding in the form of loans or grants from the State may potentially be impacted.

Staff proposes a not-to-exceed Agreement for \$50,000 for the proposed four year term of the Agreement. This will allow for up to 132 surveys to be completed annually at a cost of \$12,500 each year. In addition, this will include reporting and enforcement activity that might be required. Establishment of a data base, mailing out all notifications, reminder notices, enforcement notices and maintenance of all records as required under Title 22 of CCR would be covered by a \$32 fee the County directly collects from the business with the backflow devices. The proposed term is four years with three one-year term renewals through June 30, 2024. Either party can terminate the Agreement, with or without cause, by providing at least 30 calendar days' prior written notice.

## **LEGAL AND PROGRAM REQUIREMENTS**

Pursuant to the above-referenced Municipal Code, CCR, and Health & Safety Code Sections, the City, as a water utility, is obligated to implement a Cross Connection Control Program.

**RESOLUTION APPROVING AGREEMENT WITH LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC HEALTH FOR CROSS CONNECTION PROGRAM  
MANAGEMENT**

September 19, 2017

Page 3 of 3

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. Agreement with County of Los Angeles Department of Public Health.
- B. Resolution No. 2017-31, approving agreement with Los Angeles County Department of Public Health (DPH) for management of the City's Cross Connection Program and authorizing the County to enforce public health statutes and orders on behalf of the City.

# ATTACHMENT “A”

# BACKFLOW PREVENTION DEVICE INSPECTION AND TESTING AGREEMENT

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH, hereinafter referred to as "COUNTY" and the CITY OF HUNTINGTON PARK, hereinafter referred to as "PURVEYOR."

### WITNESSETH:

**WHEREAS**, the PURVEYOR is required to maintain a cross-connection control program within its jurisdictional boundaries pursuant to Title 17 of the California Code of Regulations section 7584;

**WHEREAS**, the PURVEYOR desires to contract with COUNTY, acting by and through its Department of Public Health, Division of Environmental Health, to maintain a cross-connection control program, in cooperation with PURVEYOR, to protect against backflow through service connections into the public water supply pursuant to California Health and Safety Code section 116805; and

**WHEREAS**, the COUNTY, through its Cross Connection and Water Pollution Control Program, already operates a cross connection device testing program on devices located within the businesses within the PURVEYOR'S service area pursuant to California Health and Safety Code section 116800, et seq., and COUNTY is willing to render similar services for devices under the authority of the PURVEYOR on the terms and conditions hereinafter set forth.

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration of payment by PURVEYOR to COUNTY of the sum hereinafter prescribed and, pursuant to authority conferred to the local health officer pursuant to Article 2, of Chapter 5, Part 12, Division 104 of the California Health and Safety Code, COUNTY, acting by and through its Department of Public Health, Division of Environmental Health, agrees to perform within the PURVEYOR's service area those services outlined in the Scope of Work attached hereto as Exhibit "A" and made a part hereof.

2. The PURVEYOR shall designate a program manager, certified in cross connection surveying and backflow testing, to provide the COUNTY with 30 days' advance notice of any new water services, business changes, and building remodels at institutional, commercial, and industrial locations.
3. The Purveyor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
4. For the services performed by COUNTY as outlined in Exhibit "A" attached hereto, PURVEYOR shall pay to COUNTY a fee per Water Use Survey completed. The Contract Water Use Survey fee is identified in Los Angeles County Code, Title 8, and is currently \$52. The COUNTY'S fee may be amended by the COUNTY from time to time to reflect COUNTY's actual costs for providing said services.

The PURVEYOR authorizes the COUNTY to perform 132 Water Use Surveys per year, during each year of the contract. The total value of the contract shall not to exceed \$50,000, for the initial four (4) years and up to three (3) one year extensions. If the PURVEYOR desires the COUNTY to perform additional Water Use Surveys during a contract year, the PURVEYOR shall request in writing for the COUNTY to perform a specified number of additional Water Use Surveys.

5. PURVEYOR shall submit an initial inventory list of industrial, institutional, and commercial locations receiving water from the PURVEYOR and information on any backflow prevention device currently installed at those locations, to the County within 30 days of the execution of this agreement.
6. The COUNTY shall provide a list of all Water Use Surveys conducted and an invoice for services provided to PURVEYOR within 30 days after the first June 30<sup>th</sup>, following the authorization of the contract. The COUNTY shall, thereafter, provide the PURVEYOR with an invoice for services provided following the June 30<sup>th</sup> of each subsequent year.

The PURVEYOR shall make payment to COUNTY within 60 days from the date of the invoice.

7. PURVEYOR grants the COUNTY authority to collect from each water user the fee identified in LA County Code Title 8, Section 8.04.728(F) for backflow protection assemblies for each device under the PURVEYOR'S authority.
8. This agreement shall become effective on \_\_\_\_\_, 2017, and shall continue in force and effect until June 30, 2021, with the COUNTY having an option to extend the term of this agreement for three additional one-year terms through June 30, 2024 by written notification from COUNTY to PURVEYOR prior to the end of the agreement term, unless terminated as herein provided. The agreement may be terminated by either party, with or without cause, by providing at least 30 calendar days' prior written notice.
9. Any correspondence from the PURVEYOR regarding this contract shall be addressed to:  
Ms. Jacqueline Taylor  
Director of the Environmental Protection Branch  
5050 Commerce Drive  
Baldwin Park, CA 91706

Any correspondence from the COUNTY regarding this contract shall be addressed to:

\_\_\_\_\_  
City of Huntington Park, Department of Public Works  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day  
and year first hereinabove written.

COUNTY OF LOS ANGELES

A Municipal Corporation

By \_\_\_\_\_  
(Name of City Manager)  
City Manager

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed  
Director

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:  
THE OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
(Name of Director)  
Director of Public Works

By \_\_\_\_\_  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
(Name of Risk Manager)  
ADMINISTRATION:  
Interim Risk Manager

APPROVED AS TO CONTRACT

Department of Public Health

APPROVED AS TO FORM:

By \_\_\_\_\_  
(Name of City Attorney)  
City Attorney

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

## **EXHIBIT A**

### **AGREEMENT**

#### **DIVISION OF ENVIRONMENTAL HEALTH**

#### **SCOPE OF WORK**

Within 30 days of execution of the Agreement, the PURVEYOR shall:

1. Provide to the COUNTY a list of all known industrial, institutional, and commercial locations as identified by meter service connections of 1.5 inches in diameter or greater, whether the service connection is protected by a backflow protection device, and if protected information on the specific device installed (Inventory). The list shall be provided in a format acceptable to the COUNTY.
2. Provide to the COUNTY any water use plans submitted by a Water User to the PURVEYOR for review by the COUNTY to determine the need for a cross connection device subject to this agreement.

The County through its Department of Public Health, Environmental Health Division shall perform cross-connection and water pollution control services, which include the following actions:

#### **I. BACKFLOW PREVENTION DEVICE TESTING**

- A.** The COUNTY shall provide a backflow device testing program for all listed devices under the PURVEYOR's authority. This program shall consist of the following:
  1. Notification to Water Users to have all backflow prevention devices at the service connection tested upon installation and at least annually thereafter by a person certified to test such devices.

The device(s) shall be tested by a person certified by the Health Officer to test such devices and the results shall be sent to the COUNTY.

2. Records shall be maintained of all known backflow devices in service, together with testing results on all such devices.
3. Any Water User whose device(s) fails to pass the test shall be required to repair or replace the defective device immediately. The device(s) shall be retested by a person certified by the Health Officer to test such devices and the results shall be sent to the COUNTY.
4. COUNTY shall furnish Water Users with a list of backflow prevention device testers certified by the Health Officer at the time they are notified to have their device(s) tested.
5. In the event the Water User fails to have the device(s) tested, repaired or replaced in accordance with the requirement of COUNTY, COUNTY may pursue any and all remedies available in law, equity, or administratively. The PURVEYOR agrees to cooperate fully with the COUNTY, including but not limited to shutting off the non-compliant Water User's water service upon the COUNTY's request.
6. The results of backflow prevention device testing shall be evaluated by COUNTY for inadequacies in approved devices or parts thereof.
7. Collection of the annual backflow prevention assembly service fee, as authorized in the California Health and Safety Code and the Los Angeles County Code from Water Users.

- B.** The Environmental Health Division shall conduct Water Use Surveys, a thorough inspection of all water uses for cross-connection hazards to

determine the degree of protection needed. In addition to the Water Use Survey conducted to determine the need for backflow protection devices to protect the water supply within the building, the COUNTY may determine whether a backflow protection device is required at the water meter service connection.

1. Initial Water Use Surveys are to be completed of each unprotected location on the inventory provided by the PURVEYOR within five (5) years from receipt of the inventory list.
2. Water Use Surveys are to be completed upon referral of plumbing changes from the PURVEYOR or the local Building and Safety Department, or upon observance of plumbing changes during investigations of changes of ownership or business practices.

## **II. ENFORCEMENT**

The COUNTY may take the appropriate enforcement action whenever a condition is found to be in violation of any requirement set forth in applicable laws and regulations, including but not limited to Title 11 of the California Code of Regulations section 7584 and California Health and Safety Code section 116800 et seq., including but not limited to the following:

- A.** Where unprotected cross-connections are found at the meter service connection of a Water Users premises, the COUNTY may do the following:
  1. Inform the Water User by compliance letter itemizing the unprotected cross-connections found on Water User's premises and prescribing the required action needed to correct the problem(s) and giving a 30-day compliance date (copy to PURVEYOR).

2. Provide the Water User with list of approved backflow prevention assemblies.
  3. Provide the Water User with a list of certified backflow device testers compiled from the COUNTY list of approved testers.
  4. Provide the Water User with diagrams and other appropriate information and consultation for the proper installation of backflow devices.
- B.** The COUNTY may re-inspect the Water User's premises at the end of the specified compliance period in order to:
1. Determine Water User's compliance;
  2. Determine whether the backflow prevention device(s) was installed correctly;
  3. Record date on major backflow prevention device(s) for future testing purposes.
- C.** In the event the Water User fails to take the necessary measures to correct the cross-connection issues within the specified compliance period, PURVEYOR agrees to cooperate fully with the COUNTY in its pursuit against the Water User of any and all remedies available in law, equity, or administratively.

### **III. PLAN CHECKING**

In order to minimize the expense to the Water Users and the PURVEYOR, the COUNTY shall review water use plans, submitted to the PURVEYOR, for compliance with all applicable laws and regulations, including but not limited to Chapter 6 of the California Plumbing Code found in Title 24 of the California Code of Regulations.

#### **IV. RELATED RESPONSIBILITIES**

The COUNTY shall provide additional, related services, which include, but are not limited to the following:

1. Technical consultation with the PURVEYOR.
2. Coordination of cross-connection control program elements with other jurisdictions.
3. Prepare an annual report for the State Water Board's Drinking Water Division regarding how the cross connection program is meeting State regulation.
4. Testifying in cases involving violation of laws affecting the safety and purity of the public water supplies.

## ATTACHMENT “B”

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**WHEREAS**, pursuant to California Health and Safety Code Section 101375, the City Council of the City of Huntington Park (“City”) may, by resolution, consent to the Los Angeles County (“County”) Department of Public Health providing a health office to enforce and observe public health statutes, codes, orders, and regulations; and

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**SECTION 2.** The authority granted in Section 1 above shall continue until rescinded by City Council resolution.

**SECTION 3.** As an exercise of the authority granted in Section 1 above, the City Council approves an agreement with the County for management of the City's Cross-Connection Program, which protects the public drinking water system from contamination and pollution.

**SECTION 4.** The term of the agreement approved in Section 3 above shall commence upon the date the City and County fully execute said agreement, and shall continue through the June 30, 2018, plus thirty-six (36) months (three subsequent Fiscal Years). The agreement term shall expire on June 30, 2021, unless the Parties extend the term by exercising up to three (3) one-year options to extend.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of September 2017.

Marilyn Sanabria, Mayor

**ATTEST:**

Donna G. Schwartz, CMC  
City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A DANCE AND ENTERTAINMENT PERMIT FOR AN EXISTING RESTAURANT WITH ON-SALE OF BEER AND WINE ON PROPERTY LOCATED AT 6030 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA, WITHIN THE COMMERCIAL GENERAL (CG) ZONE**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Consider and approve a Dance and Entertainment Permit request from Edwin Alvarado and Hector Alvarado, owners of Copan Sula Restaurant, to allow dance and live entertainment at an existing restaurant with on-sale of beer and wine located at 6030 Santa Fe Avenue in the Commercial General (CG) zone; or
2. Deny the Applicants' request for a Dance and Entertainment Permit; or
3. Continue the item and request additional information.

**BACKGROUND**

On July 18, 2001, the Huntington Park Planning Commission approved Case No. 1710, granting a Conditional Use Permit (CUP) to allow the on-sale of beer and wine in conjunction with a restaurant located at 6030 Santa Fe Avenue, in the Commercial General (CG) zone. The restaurant occupies a tenant space approximately 2,700 square feet in size and is within an existing multi-tenant commercial shopping center consisting of two separate buildings. The subject restaurant was issued a Dance and Entertainment Permit in 2005 and has maintained and renewed its permit every year.

The restaurant has recently transferred ownership and is now owned by Edwin Alvarado and Hector Alvarado (Applicants). Transfer of ownership of business licenses and CUPs can be processed and approved administratively. However, per the Huntington Park Municipal Code (HPMC) Sections 3-1.12 and 3-1.13, Dance and Entertainment Permits are not transferrable and new applications are subject to City Council review.

**CONSIDERATION AND APPROVAL OF A DANCE AND ENTERTAINMENT PERMIT  
FOR AN EXISTING RESTAURANT WITH ON-SALE OF BEER AND WINE ON  
PROPERTY LOCATED AT 6030 SANTA FE AVENUE, HUNTINGTON PARK,  
CALIFORNIA, WITHIN THE COMMERCIAL GENERAL (CG) ZONE**

September 19, 2017

Page 2 of 5

- ***Site Description***

The subject site, Assessor Parcel Number (APN) 6321-004-069 is located at the northeast corner of Randolph Street and Santa Fe Avenue. It is bordered by commercial and residential uses to the north, commercial uses to the west, and residential uses to the south and east. The property is developed with two multi-tenant commercial buildings totaling 19,960 square feet. The subject site has a lot size of 53,579 square feet.

The subject parcel shares a parking lot and driveway with the easterly parcel, APN 6321-004-068. Both parcels are under separate owners. The shared parking lot is paved and has 100 parking spaces.

**ANALYSIS**

- ***Existing Business and Operations***

The subject business is a restaurant called Copan Sula Restaurant and features a full menu consisting of Honduran, American, and Mexican dishes in addition to the on-sale of beer and wine. According to the Applicants, the restaurant hours of operation are Monday through Sunday, 7:00am to 2:00am.

- ***Proposed Dance and Entertainment***

For entertainment, the Applicants propose to have up to five musicians with amplified music consisting of Honduran folk music, mariachi, Spanish rock, and contemporary music. Karaoke will also be provided on occasion in-lieu of live music. Dance will only take place on Friday and Saturday evenings. The Applicants will book their own entertainment events. No third-party promoter will be used for booking entertainment. The Applicants propose the following schedule for dance and entertainment.

**CONSIDERATION AND APPROVAL OF A DANCE AND ENTERTAINMENT PERMIT FOR AN EXISTING RESTAURANT WITH ON-SALE OF BEER AND WINE ON PROPERTY LOCATED AT 6030 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA, WITHIN THE COMMERCIAL GENERAL (CG) ZONE**

September 19, 2017

Page 3 of 5

Dance and Entertainment Schedule		
Days	Entertainment	Dance
Monday	None	None
Tuesday	None	None
Wednesday	None	None
Thursday	7:00pm to 10:00pm	None
Friday	7:00pm to 12:00am	7:00pm to 12:00am
Saturday	7:00pm to 12:00am	7:00pm to 12:00am
Sunday	11:00am to 10:00pm	None

While reviewing the Applicants' proposal for Dance and Entertainment, Planning staff noticed inconsistent time schedules between the California Department of Alcohol and Beverage Control (ABC) and the proposed Dance and Entertainment schedule. The Applicants were proposing to close at 2:00am on Friday and Saturday, however, ABC conditions of approval required that the business stop selling and servicing alcoholic beverages at 12:00am. The Applicants have agreed to modify the closing time of the restaurant to be consistent with their dance and entertainment schedule. Therefore, the restaurant will close at 10:00pm Sunday through Thursday and at 12:00am Friday and Saturday.

- ***Floor Plan***

The subject restaurant is approximately 2,700 square feet in size and is comprised of a kitchen area, a fixed counter with bar stools, one women's restroom and one men's restroom, a 64 square foot stage area, a 100 square foot dance floor, and tables and chairs. The Applicants propose to move some tables and chairs to have the dance floor in the middle of the dining area (see attached floor plan). There is an entrance fronting Santa Fe Avenue and an emergency exit at the rear leading to an alley.

- ***Security Plan***

The Applicants are proposing to contract with a private security company and will not use in-house staff for security. The Applicants propose to have one security guard on days with live entertainment (live music) only, two security guards on days with both dance and live entertainment, and no security guards on days with no dance or entertainment. The Applicants proposed security schedule is as follows.

**CONSIDERATION AND APPROVAL OF A DANCE AND ENTERTAINMENT PERMIT  
FOR AN EXISTING RESTAURANT WITH ON-SALE OF BEER AND WINE ON  
PROPERTY LOCATED AT 6030 SANTA FE AVENUE, HUNTINGTON PARK,  
CALIFORNIA, WITHIN THE COMMERCIAL GENERAL (CG) ZONE**

September 19, 2017

Page 4 of 5

Security Schedule	
Days	Security
Monday	None
Tuesday	None
Wednesday	None
Thursday	1 guard from 6:30pm to 10:30pm
Friday	2 guards from 6:30pm to 12:30am
Saturday	2 guards from 6:30pm to 12:30am
Sunday	1 guard from 10:30am to 10:30pm

- ***Police Department Calls for Service***

Per the City's Police Department records, over the past 18 months there have been a total of 21 police calls to the site (police call log is attached). Per the Police Department, the majority of the calls to service were minor disturbance calls. Additionally, the Police Department has reviewed the Applicants' proposal and has provided conditions of approval (attached). The Police Department was not in opposition of the Applicants' request for a Dance and Entertainment permit.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Per HPMC Sections 3-1.12 and 3-1.13, Dance and Entertainment Permits require City Council approval. Additionally, Dance and Entertainment Permits cannot be transferred from one owner to another except by the consent of the City Council.

**FISCAL IMPACT/FINANCING**

There is no anticipated cost to the City. If approved, the Applicants will pay all applicable Dance and Entertainment Permit licensing fees.

**CONSIDERATION AND APPROVAL OF A DANCE AND ENTERTAINMENT PERMIT  
FOR AN EXISTING RESTAURANT WITH ON-SALE OF BEER AND WINE ON  
PROPERTY LOCATED AT 6030 SANTA FE AVENUE, HUNTINGTON PARK,  
CALIFORNIA, WITHIN THE COMMERCIAL GENERAL (CG) ZONE**

September 19, 2017

Page 5 of 5

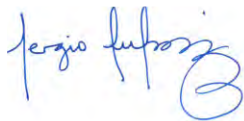
**CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



SERGIO INFANZON  
Community Development Director

**ATTACHMENT(S)**

- A. Resolution of PC Case No. 1710
- B. Restaurant Floor Plan
- C. Proposed Conditions of Approval for Dance and Entertainment Permit
- D. Police Department Calls for Service

# ATTACHMENT “A”

**RESOLUTION NO. 1710**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, GRANTING A CONDITIONAL USE PERMIT IN CONNECTION WITH REAL PROPERTY LOCATED AT 6030 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA

WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue, Huntington Park, California on Wednesday, July 18, 2001 at 7:30 p.m. pursuant to the notice published and posted as required by law and in accordance with the provisions of the Huntington Park Municipal Code, upon the application from Marco Antonio Lopez and Jose Hernandez requesting approval of Conditional Use Permit No. 1710 for the on-sale of beer and wine in conjunction with a restaurant located in the Commercial Manufacturing (C-M) Zone on the following described property:

Assessor's Parcel No. 6321-004-069, also known as  
6030 Santa Fe Avenue, Huntington Park; and

WHEREAS, all persons appearing for or against the granting of the Conditional Use Permit were given the opportunity to be heard in connection with said matter; and

WHEREAS, the Planning Commission has considered the environmental assessment information relative to the proposed entitlement; and

WHEREAS, the Planning Commission is required to announce its findings and recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated herein as findings of fact by the Planning Commission of the City of Huntington Park.

SECTION 2: The Planning Commission determines that the proposed Conditional Use

1 Permit will not have a significant effect on the environment, is exempt from the California  
2 Environmental Quality Act pursuant to CEQA guidelines Section 15301 and Public Resources  
3 Code Sections 21080(b)(9) and 21084, and hereby adopts an Environmental Categorical  
4 Exemption.  
5

6 SECTION 3: The Planning Commission hereby makes the following findings in  
7 connection with Conditional Use Permit No. 1710:  
8

9 (A) That the Conditional Use Permit applied for is authorized by the provisions of the  
10 Huntington Park Municipal Code;

11 (B) That the granting of such Conditional Use Permit will not adversely affect the  
12 established character of the surrounding neighborhood or be injurious to the property or  
13 improvements in such vicinity and zone in which the property is located;

14 (C) That the establishment, maintenance or conducting of the use for which the  
15 Conditional Use Permit is sought will not, under the particular case, be detrimental to the persons  
16 residing or working in the neighborhood of such use; and will not, under the circumstances of the  
17 particular case, be detrimental to the public welfare or injurious to the property or improvements  
18 in the neighborhood; and  
19

20 (D) That the granting of such Conditional Use Permit will not adversely affect the  
21 Master or General Plan of this City.

22 SECTION 4: The Planning Commission hereby grants Conditional Use Permit No. 1710  
23 subject to the execution and fulfillment of the following conditions:  
24

- 25 1. Except as set forth in subsequent conditions, all-inclusive, and subject to Department  
26 corrections and conditions, the property shall be developed substantially in accordance  
27 with the CUP application dated June 5, 2001, environmental assessment and plans  
28 submitted.

2. That the proposed project shall comply with all applicable codes, laws, rules and regulations, including Health and Safety, Building, Fire, Sign, Zoning, and Business License Regulations of the City of Huntington Park.
3. That the property be maintained in a clean, neat, quiet and orderly manner at all times and comply with the property maintenance standards as set forth in the Huntington Park Municipal Code Sections 8-9. 02.1.
4. That any existing graffiti on the property be removed prior to the issuance of a Certificate of Occupancy, and that the property be maintained free of graffiti at all times.
5. That any violation of the conditions of this entitlement may result in a citation or revocation of the entitlement.
6. That the entitlement shall be subject to review for compliance with conditions of issuance at such intervals as the City Planning Commission shall deem appropriate.
7. That the applicants obtain and maintain a valid alcohol beverage license for beer and wine only by the State Department of Alcohol Beverage Control and should at any time the required alcohol beverage license issued to the applicants by the State Department of Alcohol Beverage Control be surrendered, revoked or suspended, this Conditional Use Permit shall automatically become null and void.
8. That the applicant be required to apply for new entitlements if any alteration, modification, or expansion would increase the existing floor area of the premises.
9. That no parking spaces shall be designated or reserved for any business within the shopping center at any time.
10. That no loitering or consumption of alcohol take place outside the designated dining area, or in the parking area.
11. That no fences, bollard poles, or other site access and circulation obstructing objects shall be placed, erected or installed on the property without Planning Department approval.
12. That should the operation of this establishment be granted, deeded, conveyed, transferred, or should a change in management or proprietorship occur at any time, this Conditional Use Permit shall be reviewed.
13. All existing and/or proposed mechanical equipment and appurtenances of any type whatsoever, whether located on the rooftop, ground level or anywhere on the building structure shall be completely enclosed so as not to be visible from any public street and/or adjacent property. Such enclosure of facility shall be of compatible design related to the building structure for which such facilities are intended to serve, as approved by the Planning Division.
14. That this permit shall expire in the event the entitlement is not exercised within one (1) year from the date of approval.

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15. That the existing landscape planter areas be upgraded on the entire property. A landscape plan designed by a Registered Landscape Architect shall be provided, showing planter design, schedule of plant material, planter location and method of automatic permanent irrigation. The plan shall be submitted to the and approved by the Planning Division, and such landscaping shall be installed and planted according to such approved plan, within two (2) months of the approval of this entitlement, and shall thereafter be continuously and permanently maintained.
  16. That if the business ceases to operate as a bona fide eating establishment as defined under the Huntington Park Municipal Code Section 9-3.1703 (b)(5), then this conditional use permit shall be null and void.
  17. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The applicant shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes the SUSUMP requirements when applicable.
  18. That this permit may be subject to additional conditions after its original issuance. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address any problems or land use compatibility, safety, parking, transportation, circulation, or to promote the general welfare of the City.
  19. The Director of Community Development is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results, as would strict compliance with said plans and conditions.
  20. That the applicant (business owner) and property owner agree in writing to the above conditions.

20        SECTION 5: This resolution shall not become effective until 15 days after the date of  
21 decision rendered by the Planning Commission, unless within that period of time it is appealed  
22 to the City Council. The decision of the Planning Commission shall be stayed until final  
23 determination of the appeal has been effected by the City Council.

24        SECTION 6: The Secretary of the Planning Commission shall certify to the adoption of  
25 this resolution and a copy thereof shall be filed with the City Clerk.  
26

27        SECTION 7: The City Clerk is directed to file a Notice of Exemption in accordance with  
28 Public Resources Code Section 21152.

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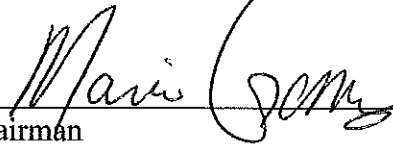
PASSED, APPROVED, AND ADOPTED this 18th day of July, 2001 by the following  
vote:

AYES: Commissioners Mears, Bravo, Gomez

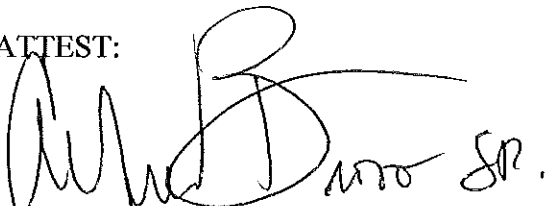
NOES: None

ABSENT: Commissioners Lopez, Palos

HUNTINGTON PARK PLANNING COMMISSION

  
Chairman

ATTEST:

  
Secretary

//

//

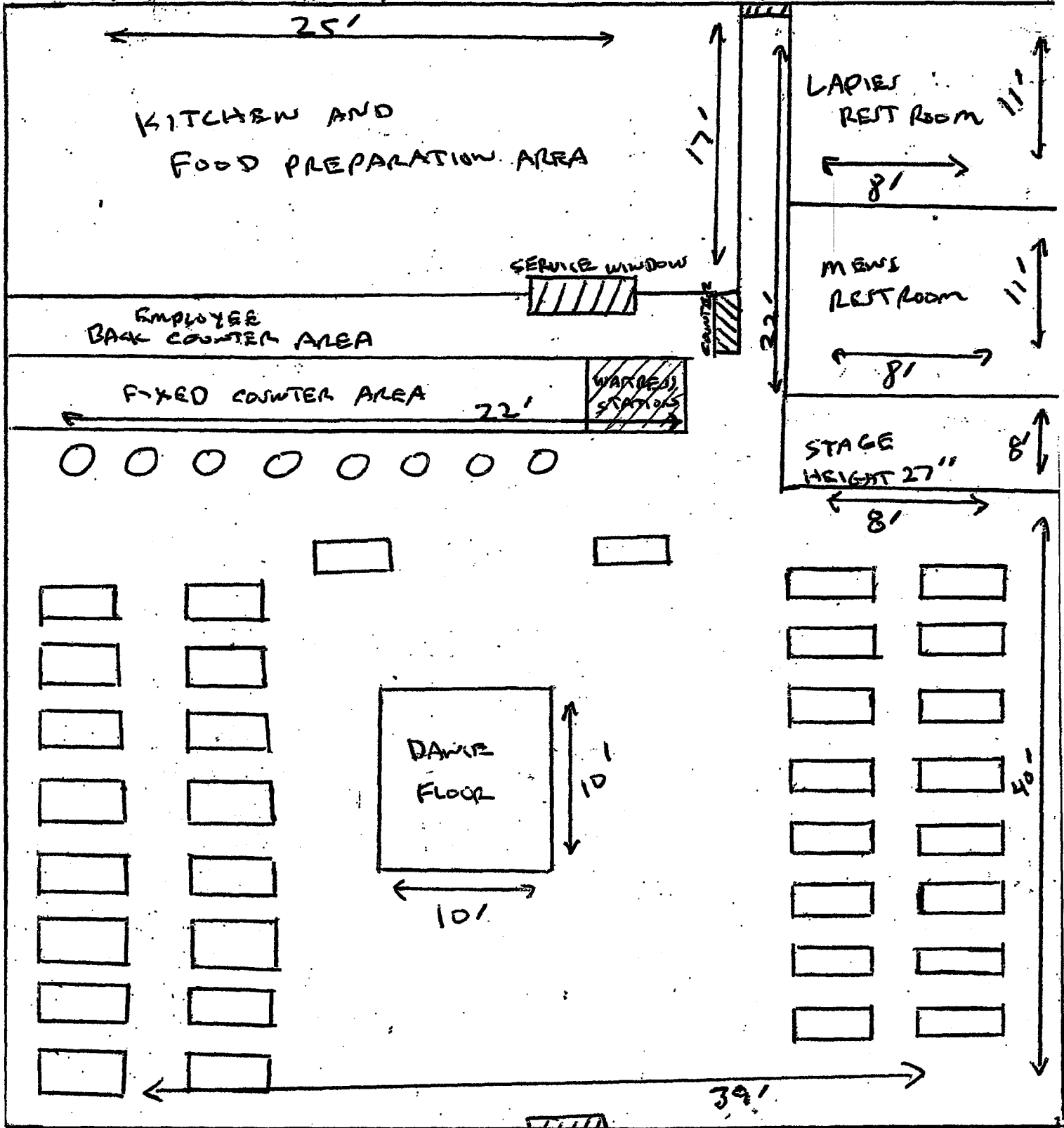
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## ATTACHMENT “B”

COPAN SULA RESTAURANT  
6030 SANTA FE AVENUE  
HONOLULU ENTERPRISES, INC. BACK ALLEYWAY



PARKING LOT

FRONT  
ENTRANCE

NOT TO  
SCALE

SANTA FE AVENUE

## ATTACHMENT “C”

**DANCE AND ENTERTAINMENT PERMIT  
CONDITIONS OF APPROVAL**

**6030 Santa Fe Avenue  
Copan Sula Restaurant**

**PLANNING**

1. That the property owner and Applicant shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, its officers, employees and agents from all claims, actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising out of an approval of the City, or any agency or commission thereof, concerning this project. City shall promptly notify both the property owner and Applicant of any claim, action, or proceeding to which this condition is applicable. The City shall cooperate in the defense of the action, while reserving its right to act as it deems to be in the best interest of the City and the public. The property owner and Applicant shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents. If the City's legal counsel is required to enforce any condition of approval, the Applicant shall pay for all costs of enforcement, including legal fees.
2. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
3. That the proposed use shall comply with all applicable City, County, State and Federal codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Sign, Zoning, and Business License.
4. The business shall comply with all requirements and conditions set forth in Resolution No. 1710.
5. That the business shall close no later than 10:00pm Sunday through Thursday and at 12:00am Friday and Saturday.
6. That the business shall comply with the City's noise standard as described in the Huntington Park Municipal Code Section 9-3.5.
7. That the business shall not use third-party or outside promoters to book dance and entertainment.
8. That the use be conducted, and the property be maintained, in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards

as set forth in Section 9-3.103.18 and Title 8, Chapter 9 of the Huntington Park Municipal Code.

9. That any existing and/or future graffiti, as defined by Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period.
10. That the operator shall obtain/amend its City of Huntington Park Business License prior to commencing Dance and Entertainment activities.
11. That the Applicants maintain a valid alcohol beverage license for the on-site sale of beer and wine from the State Department of Alcoholic Beverage Control (ABC) and comply with all requirements, and should at any time the required license or permits, issued by the ABC, be surrendered, revoked or suspended, this Dance and Entertainment Permit shall automatically become null and void.
12. That if the business ceases to operate as a bona fide public eating establishment (restaurant) as defined under the Huntington Park Municipal Code Section 9-4.203(2)(A)(1), then the Dance and Entertainment Permit shall be null and void.
13. That Dance and Entertainment activities shall be consistent with the Applicants' application dated June 26, 2017.
14. That security services shall be consistent with the Applicants' security plan submitted as part of the Dance and Entertainment Application dated June 26, 2017.
15. That beer and wine only be served in conjunction with meals during regular business hours.
16. That alcohol shall only be served and/or consumed within the designated dining area.
17. That if any signs are proposed, such signs shall be installed in compliance with the City's sign regulations and that approval be obtained through a Sign Design Review prior to installation and that any existing non-permitted signs either apply for proper permits or be removed.
18. That this Dance and Entertainment Permit shall be subject to review for compliance with conditions of the issuance at such intervals as the City Council shall deem appropriate.
19. That the violation of any of the conditions of this Dance and Entertainment Permit may result in a citation(s) and/or the revocation of the permit.
20. That should the operation of this establishment be granted, deemed, conveyed, transferred, or should a change in management or proprietorship occur at any time, the Dance and Entertainment Permit shall be null and void.

21. That the business owner (Applicants) and property owner agree in writing to the above conditions.

#### CODE ENFORCEMENT

22. Trash enclosures must be secured at all times.
23. Property to be free and clear of graffiti at all times. Keep storefront windows clear of any graffiti, possibly install graffiti film on windows.
24. Lighting shall be provided in the parking lot areas and lighting needs to be maintained.
25. Do not allow outside storage to accumulate throughout the property.
26. Install signage that states "NO ALCOHOL TO BE CONSUMED IN PARKING LOT".
27. Ensure business complies with noise standards as residential properties are close by.
28. Keep parking lot free of trash and litter.

#### POLICE DEPARTMENT

29. The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for their review and approval.
30. Noise emanating from the permittee's premises shall not be audible 50 feet or more from the property line of the premises. The permittee shall be responsible for determining how to best meet this requirement, either by keeping doors and windows closed, limiting hours of entertainment, or by offering non-amplified entertainment.
31. The permittee shall not allow employees to discard trash or beer bottles into the outside dumpster between the hours of 8 p.m. and 7 a.m. per section 9-3.507 HPMC.
32. Current occupancy loads shall be posted at all times.
33. The posting of flyers, and/or placards, or cards on windshields or similar literature, advertising entertainment activities at the business including promotional events, shall be strictly prohibited within the City of Huntington Park per HPMC sections 5-1.02, 5-1.03, & 5-1.02.1. Violation of this condition shall be cause for the City Council to take punitive action against the permittee, including revocation, suspension, or modification of this permit.

34. The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances, and stated conditions. In the event of a conflict between the requirements of this permit, your conditional use permit, or your Alcoholic Beverage Control license, the more stringent regulation shall apply.
35. The permittee shall be responsible for installing and maintaining a video surveillance system that monitors no less than the front and rear of the business, with full view of the public right-of-ways, and any parking lot under the control of the permittee. These cameras shall record video for a minimum of 30 days and the recordings will be made available to the Huntington Park Police Department.
36. The surrounding area (exterior & parking lot) shall be illuminated in order to make easily discernible the appearance and conduct of all person on or about the property.
37. Patrons under eighteen (18) years of age shall not be permitted to enter, or to remain on the premises, after the food services portion of the establishment has closed, or **10 PM, whichever comes first**. Private functions not open to the public are exempt from this condition. The permittee will establish protocols that will prevent the consumption of alcohol by patrons who are not twenty-one (21) years of age.
38. During the hours of Dance and Entertainment the permittee shall be responsible for maintaining an adequate security staff to supervise patrons inside the establishment and those waiting to enter. Potential patrons awaiting entry in a defined "queue" shall be counted toward the calculation of required security staffing levels. For crowds up to fifty (50) patrons, the permittee shall provide a minimum of one (1) uniformed security guard. For crowds over (50) fifty patrons, the permittee shall provide a minimum of one (1) additional uniformed security guard per fifty (50) people. Should the permittee's operations give rise to a substantial increase in complaints/calls for service, or trash left in the parking lot or adjacent property, the permittee shall increase security as directed by the Chief of Police.

#### **CONDITIONS OF APPROVAL ACCEPTANCE AFFIDAVIT**

I/We hereby accept and agree to comply with all the conditions of approval contained herein and outlined in Planning Commission Resolution No. 2017-10.

\_\_\_\_\_  
Business Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Owner

\_\_\_\_\_  
Date

## ATTACHMENT “D”

# Huntington Park Police Department

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 02/20/2016

Jurisdiction: HPPD

Last Date: 11/22/2016

Call Number	Disp	Ten	Received	Caller									
			Code	Complaint	Address	Unit Time							
				Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
160220-0109													
	CITE	1S	.	02/20/2016	23:49:12								
				PKG		6030 SANTA FE AV, HTG PK							
				HP	THORESON,S	*1S			23:49:12				00:07:55
160227-0116													
	OK	12	.	02/27/2016	23:22:14								
	CITE			OO		6030 SANTA FE AV, HTG PK							
				HP	DURAN,S	*12			23:22:14				23:36:43
160228-0022													
	GOA	1S	.	02/28/2016	02:02:45	MONICA RODRIGUEZ							
	OK			415M		6030 SANTA FE AV, HTG PK							
				HP	THORESON,S	*1S			02:23:20				02:23:55
160313-0012													
	UTL	15	.	03/13/2016	01:52:08	ERICK GOTE0							
	ADV			415S		6030 SANTA FE AV, HTG PK							
				HP	ABRAHAM,S	*15		01:57:15	01:59:35				03:17:04
				HP	THORESON,S	1Sa			02:02:08				03:17:04
				HP	MACIAS,J	31		01:57:15	01:59:38				03:17:05
160321-0008													
	NRD	14	.	03/21/2016	02:21:32	HERNANDEZ HECTOR							
	ADV			415S		6030 SANTA FE AV, HTG PK							
				HP	ABRAHAM,S	*15		02:23:29	02:26:38				02:38:37
				HP	CARLOS,E	12		02:23:30	02:26:51				02:38:37
				HP	FUENTES,M	14			02:25:26				02:38:37
160326-0007													
	ARR	11	.	03/26/2016	01:35:29								
	RPT	11		PED		6030 SANTA FE AV, HTG PK							
				HP	RENDON,A	*11			01:35:29				02:20:09
				HP	GUIZAR,A	13		01:35:33	01:39:19			01:39:20	

# Huntington Park Police Department

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 02/20/2016

Jurisdiction: HPPD

Last Date: 11/22/2016

Call Number	Disp	Ten	Received	Code	Complaint	Caller		Address	Unit Time						
						Dep	Officer		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
160327-0010															
	ADV	13	.	03/27/2016	01:37:18		ROMERO CARLOS								
				415F			6030 SANTA FE AV, HTG PK								
					HP	FUENTES,M	*14		01:40:15	01:43:16					01:52:31
					HP	LEE,H	13			01:43:14					01:52:31
					HP	THORESON,S	1S		01:40:28	01:42:29					01:52:31
					HP	RODRIGUEZ,SAU	32			01:48:18					01:52:31
					HP	CASTELLI,NEIL	3S			01:48:13					01:52:32
160328-0005															
	UTL	11	.	03/28/2016	01:15:57		NOLBERTO BRAVO								
				VEH CK			6030 SANTA FE AV, HTG PK								
					HP	PARSA,M	*11	01:18:56	01:19:20	01:23:57					01:29:09
					HP	LEE,H	13		01:19:04	01:24:00					01:29:10
160417-0007															
	OK		.	04/17/2016	01:12:44										
				OO			6030 SANTA FE AV, HTG PK								
					HP	DURAN,S	*12			01:12:44				01:22:31	
160430-0084															
	CITE	12	.	04/30/2016	23:17:08										
				PKG			6030 SANTA FE AV, HTG PK								
					HP	DURAN,S	*12			23:17:08					23:18:30
160430-0091															
	CITE	12	.	04/30/2016	23:59:10										
				PKG			6030 SANTA FE AV, HTG PK								
					HP	DURAN,S	*12			23:59:56					00:03:15
160508-0081															
	ADV	31	.	05/08/2016	23:31:04		JENNY CANA								
	VERB	31		415S			6030 SANTA FE AV, HTG PK								
					HP	MACIAS,J	*31		23:34:38	23:39:12					23:45:51
					HP	LEE,H	13		23:34:56	23:39:10					23:45:51

# Huntington Park Police Department

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 02/20/2016

Jurisdiction: HPPD

Last Date: 11/22/2016

Call Number	Disp	Ten	Received	Caller											
		Code	Complaint	Address	Dep	Officer	Unit	Unit Time							
								Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
160521-0100															
	OK	13A	.	05/21/2016	22:20:53										
				OO			6030 SANTA FE AV, HTG PK								
					HP	ANDRADE,H/DUR	*13A			22:20:54				22:30:33	
160527-0087															
	ADV	12	.	05/27/2016	21:26:09		MARIA PARADA								
	UTL	12		415T			6030 SANTA FE AV, HTG PK								
					HP	SPINDOLA,C	*14		21:29:28	21:33:33				21:39:19	
					HP	MARES,J	12		21:29:29	21:31:53				21:39:19	
160606-0089															
	UTL		.	06/06/2016	21:26:37										
				SUBP			6030 SANTA FE AV, HTG PK								
					HP	ABRAHAM,S	*11	22:14:07	22:13:57					22:37:28	
160610-0085															
	DET		.	06/10/2016	21:00:20										
				SUBP			6030 SANTA FE AV, HTG PK								
					HP	PARSA,M	*11		21:13:52	21:19:09				21:22:18	
160714-0063															
	UTL	31	.	07/14/2016	18:32:23		SUBPOENA								
				SUBP			6030 SANTA FE AV, HTG PK								
					HP	PALACIOS,E	*31	18:44:03		18:59:26				18:59:57	
160716-0072															
	UTL		.	07/16/2016	19:19:02										
				SUBP			6030 SANTA FE AV, HTG PK								
					HP	ABRAHAM,S	*11	19:20:06	19:46:43	19:48:39				19:50:48	
160717-0065															
	UTL	14	.	07/17/2016	18:17:38										
				SUBP			6030 SANTA FE AV, HTG PK								
					HP	FUENTES,M	*14			20:14:10				20:14:40	

# Huntington Park Police Department

## Call Log Report Type All Unit Times and Location with OCA's

First Date: 02/20/2016

Jurisdiction: HPPD

Last Date: 11/22/2016

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
160915-0033														
	LOG	.	09/15/2016	11:05:08	LUZ SALGADO									
			LOST PROP		6030 SANTA FE AV, HTG PK									
161122-0077														
	RPT	.	11/22/2016	22:27:00	ERLIN MORENO									
			GTAR		6030 SANTA FE AV, HTG PK									
				HP	LEE,H	*13A	23:22:10	00:20:55				23:22:22		00:35:03
				HP	CHACON,C	12A		23:22:19						23:28:39

\* Denotes Primary Unit



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

September 19, 2017

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **ADOPTION OF THE FISCAL YEAR (FY) 2016-2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2016-2017 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2017.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the end of the program year — in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2017 for:

1. Community Development Block Grant (CDBG) and
2. HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

This is the City's second CAPER under the 2015/16-2019/20 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing and non-housing community development needs in Huntington Park, while the Annual

# **ADOPTION OF THE FISCAL YEAR (FY) 2016-2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

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Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This is the City's second CAPER under the Five-Year Consolidated Plan for Fiscal Years 2015/16 – 2019/20. During FY 2016/17 specifically, the City had available the following federal resources:

The City of Huntington Park had over \$2.24 in CDBG monies available for FY 2016/17, composed of:

- \$1,247,328                      Entitlement Funds
- \$994,462                      Carry Forward Funds

CDBG funds were allocated to four major categories:

1. Commercial Rehabilitation
2. Minor Home Repair
3. Infrastructure Improvements
4. Public Services
5. Code Enforcement
6. Program Administration

The City of Huntington Park also had available approximately \$1.1 million in HOME funding for FY 2016/17, composed of:

- \$466,785                      Entitlement Funds
- \$639,982                      Carry Forward Funds

Despite continuous reductions in entitlement funds from 2010 to the present (in 2010, the CDBG and HOME entitlements were \$1,736,277 and \$913,714, respectively, a reduction of nearly 30% in CDBG over the five years, and an almost 50% reduction in HOME), the City has still strived to meet its Consolidated Plan and Annual Action Plan goals, see below.

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## Consolidated Plan Objectives and Accomplishments Strategic Plan and Program Year to Date

Goal	Implementing Programs	5-Year Strategic Plan Goals	5-Year Strategic Plan Accomplishments	FY 2016/17 Program Year Goals	FY 2016/17 Program Year Accomplishments
<b>Preserve Existing &amp; Create New Affordable Housing</b>	Acquisition / Rehab / New Construction	6 Housing Units	0 Housing Units	4 Housing Units	0 Housing Units  (A total of 21 residential units are expected to be completed in FY 2017/18: 6303 Marconi and 6614 & 6700 Middleton)
<b>Preserve Existing &amp; Create New Affordable Housing</b>	Residential Rehabilitation; Minor Home Repair Program	75 Housing Units	0 Housing Units	17 Housing Units	9 Housing Units  (3 Residential Rehab and 9 Minor Home Repair projects will be completed in FY 2017-2018)
<b>Preserve Existing Public Facilities</b>	Salt Lake Park Splash Pad Project; Soccer Field Lighting Project	58,310 Persons	61,235 Persons	58,310 Persons	0 Persons  (Salt Lake Park Splash Pad Project slated for completion in mid-FY 2017/18)
<b>Provide Economic Opportunity</b>	Commercial Rehabilitation Program	20 Businesses	0 Businesses	4 Businesses	0 Businesses  (2 Commercial Rehabilitation Projects funded in FY 2016/17 and slated for completion in FY 2017/18)

# ADOPTION OF THE FISCAL YEAR (FY) 2016-2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

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Goal	Implementing Programs	5-Year Strategic Plan Goals	5-Year Strategic Plan Accomplishments	FY 2016/17 Program Year Goals	FY 2016/17 Program Year Accomplishments
<b>Provide Economic Opportunity</b>	HP Business Assistance and Economic Development Program	45 Businesses	102 Businesses	40 Businesses	40 Businesses
<b>Provide Needed Community Services to LMI Persons</b>	P&R After School Program; HP Library Homework Center; Community Beautification; Fair Housing Services	58,310 Persons	123,297 Persons	58,310 Persons	61,297 Persons  (P&R After School Program – 340 persons; HP Library Homework Center – 139 persons; Community Beautification – 61,235 persons; Hire HP Youth Workforce and Civic Engagement Program – 11 persons)
<b>Provide Needed Infrastructure Improvements</b>	Pacific Boulevard Lighting and Beautification Project	58,310 Persons	0 Persons	3,611 Persons	0 Persons  (Pacific Boulevard Lighting and Beautification Project underway)
<b>Support Agencies that Assist Homeless Populations</b>	Salvation Army Southeast Communities; Southeast Churches Service Center	2,000 Persons	244 Persons	480 Persons	244 Persons  (Salvation Army – 244 persons)

**ADOPTION OF THE FISCAL YEAR (FY) 2016-2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

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Goal	Implementing Programs	5-Year Strategic Plan Goals	5-Year Strategic Plan Accomplishments	FY 2016/17 Program Year Goals	FY 2016/17 Program Year Accomplishments
Support Agencies that Assist Special Needs Populations	HP Senior Program	1,500  Persons	632  Persons	300  Persons	352  Persons  (HP Senior Program – 352 persons)
Sustain and Strengthen Neighborhood	Code Enforcement	4,500  Housing Units	2,045  Housing Units	800  Housing Units	1,385  Housing Units  (Code Enforcement – 1,385 housing units)

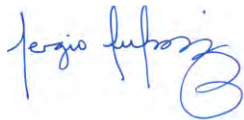
**CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Director of Community Development

**ATTACHMENT(S)**

A. Draft FY 2016-2017 Consolidated Annual Performance and Evaluation Report

# ATTACHMENT “A”



**CITY OF HUNTINGTON PARK**

**CONSOLIDATED ANNUAL PERFORMANCE &  
EVALUATION REPORT (CAPER)**

**JULY 1, 2016 – JUNE 30, 2017**

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**CITY OF HUNTINGTON PARK  
COMMUNITY DEVELOPMENT DEPARTMENT  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255**

# HUNTINGTON PARK 2016/17 CAPER

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### Appendices

Appendix 1: CDBG Financial Summary (IDIS Report: PR26)

Appendix 2: Citizen Participation Comments

Appendix 2: Proof of Publication

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## **Introduction**

The City of Huntington Park's (City) FY 2016/17 Consolidated Annual Performance Evaluation Report (CAPER) is the second year-end performance evaluation under the 2015-2019 Consolidated Plan. The CAPER discusses affordable housing outcomes, homelessness and special needs activities, non-housing community development activities, and other actions in furtherance of the City's Annual Action Plan Programs and Projects for Fiscal Year (FY) 2016/17 (July 1, 2016 to June 30, 2017). This document will be formatted using HUD's CAPER template, which will be submitted via online by way of the Integrated Disbursement and Information System (IDIS).

The City receives Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds each year from the federal government to support housing and community development activities that principally benefit low and moderate-income households. To receive these federal funds, the City must adopt a five-year strategic plan that identifies local needs, and how these needs will be prioritized and addressed using these federal funds. In May of 2015, the Huntington Park City Council adopted a five-year (FY 2015/16–2019/20) Consolidated Plan. Huntington Park's new Plan builds upon several other related planning documents, including: City's 2010 - 2015 Consolidated Plan; City's 2015-2019 Analysis of Impediments to Fair Housing Choice; City's Capital Improvement Program 5-Year Project Schedule; LAHSA's 2013 Point in Time Homeless Count; and the City's General Plan and Housing Element.

## **Strategic Plan Summary**

The City's Consolidated Plan strategy includes general priorities to meet the needs of the community and the City's rationale for investment of federal funds. In order to address the needs, the City identified the following priorities as having the greatest need in the community:

1. Sustain and Strengthen Neighborhoods
2. Preserve Existing and Create New Affordable Housing
3. Public/Community Services
4. Public Facilities
5. Infrastructure Improvements
6. Planning for Housing and Community Development

These priorities were formed based on the national objectives and outcomes supported by HUD as described below.

### National Objectives

These priorities were formed based on the national objectives and outcomes supported by HUD as described below.

- Provide decent affordable housing. The activities that typically would be found under this objective are designed to cover a wide range of housing possibilities under HOME and CDBG.
- Creating a suitable living environment. In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Creating economic opportunities. This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

### National Objective Outcomes

The outcomes reflect what the grantee seeks to achieve by the funded activity. The City of Westminster associates the national objectives to these outcomes.

- Availability/Accessibility;
- Affordability; and
- Sustainability.

The City's strategy to meet HUD's national objectives and outcomes are described in Table 1 below.

**Huntington Park 2015/16 – 2019/20 Consolidated Plan Programs**  
**By HUD Objectives and Outcomes**

OBJECTIVE/ OUTCOMES	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
<b>DECENT HOUSING</b>	<i>Implementing Programs:</i> <ul style="list-style-type: none"> <li>Residential Rehabilitation</li> <li>Minor Home Repair</li> </ul>	<i>Implementing Programs:</i> <ul style="list-style-type: none"> <li>Affordable Housing Development</li> </ul>	
<b>SUITABLE LIVING ENVIRONMENT</b>	<i>Implementing Programs:</i> <ul style="list-style-type: none"> <li>Homeless Services</li> <li>Youth Services</li> <li>Senior Services</li> <li>Community Beautification</li> <li>Fair Housing Services</li> </ul>		<i>Implementing Programs:</i> <ul style="list-style-type: none"> <li>Code Enforcement</li> <li>Infrastructure Improvements</li> <li>Community Facility Improvements</li> </ul>
<b>ECONOMIC OPPORTUNITY</b>	<ul style="list-style-type: none"> <li>Commercial Rehabilitation</li> <li>Economic Development Program</li> <li>Employment Training</li> </ul>		

**Table 1 - 2015/16 – 2019/20 Consolidated Plan Programs**

## Summary

For fiscal year 2016/17, the City of Huntington Park had a total of \$2,241,790 in CDBG funds. This total amount was comprised of \$1,247,328 in Fiscal 2016/17 CDBG entitlement funds and \$994,462 in prior year unallocated CDBG funds carried forward. CDBG funds were used for public services, public facility improvements, minor home repair, code enforcement, CDBG administration, and fair housing services.

The City of Huntington Park also had \$1,106,767 in HOME Program funds comprised of a FY 2016/17 allocation of \$466,785, and a carryover balance of \$639,982. The City used HOME funds for administration of the HOME program, affordable housing, and residential rehabilitation.

Based on the limited amount of federal and non-federal resources available for housing and community development projects and programs, the City addressed the needs having a high priority level in FY 2016/17.

## CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a). This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 2 below illustrates the City's FY 2016/17 Annual Action Plan outcomes (based on defined units of measure) as it compares to the five-year Consolidated Plan aggregate (2015/16 – 2019/20).

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Planning for Housing and Community Development	Administration	CDBG: \$239,466 / HOME: \$46,678	Other	Other	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Preserve Existing & Create New Affordable Housing	Affordable Housing	HOME: \$859,689	Rental units rehabilitated	Household Housing Unit	6 Housing Units (Acq / Rehab / New Construction – 6 housing units)	0 Housing Units (Marconi Bungalows Affordable Housing Project – 0 housing units)	0.00%	4 Housing Units (Marconi Bungalows – 2 units; Acq/Rehab – 2 units)	0 Housing Units (Marconi Bungalows – 0 housing units, project underway)	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Preserve Existing & Create New Affordable Housing	Affordable Housing	HOME: \$200,000 CDBG: \$130,000	Homeowner Housing Rehabilitated	Household Housing Unit	75 Housing Units <i>(Residential Rehabilitation – 25 housing units; Minor Home Repair – 50 housing units)</i>	0 Housing Units <i>(Residential Rehabilitation – 0 housing units; Minor Home Repair – 0 Housing Units)</i>	0.00%	17 Housing Units <i>(Residential Rehabilitation – 4 units; Minor Home Repair – 13 units)</i>	0 Housing Units <i>(Residential Rehabilitation – 0 units; Minor Home Repair – 0 units)</i>	0.00%
Preserve Existing & Create New Affordable Housing	Affordable Housing	HOME: \$0	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	17 Households <i>(Tenant Based Rental Assistance Program – 17 households)</i>	116 Households <i>(Tenant Based Rental Assistance Program – 15 households)</i>	682%	0 Households <i>(No Tenant Based Rental Assistance Program funded in FY 2016/17)</i>	101 Households <i>(Tenant Based Rental Assistance Program – 101 households, prior year project)</i>	>100%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
<b>Preserve Existing Public Facilities</b>	Non-Housing Community Development	CDBG: \$160,000 (\$310,000 total)	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58,310 Persons <i>(Salt Lake Park Splash Pad Project – 58,310 persons; Soccer Field Lighting Project – 58,310 persons; TBD Facility Improvement Projects)</i>	61,235 Persons <i>(Soccer Field Lighting Project – 61,235 persons)</i>	105.02%	58,310 Persons <i>(Salt Lake Park Splash Pad Project – 58,310 persons)</i>	0 Persons <i>(Salt Lake Park Splash Pad Project – 0 persons, project underway)</i>	0.00%
<b>Provide Economic Opportunity</b>	Non-Housing Community Development	CDBG: \$399,173	Facade treatment/business building rehabilitation	Business	20 Businesses <i>(Commercial Rehabilitation Program – 20 businesses)</i>	0 Businesses <i>(Commercial Rehabilitation Program – 0 businesses)</i>	0.00%	4 Businesses <i>(Commercial Rehabilitation Program – 4 businesses)</i>	0 Businesses <i>(Commercial Rehabilitation Program – 0 businesses)</i>	0.00%
<b>Provide Economic Opportunity</b>	Non-Housing Community Development	CDBG: \$25,000	Businesses assisted	Businesses Assisted	45 Businesses <i>(Business Assistance and Economic Development Program – 45 businesses)</i>	62 Businesses <i>(Business Assistance and Economic Development Program – 0 businesses)</i>	137.78%	40 Businesses <i>(Business Assistance and Economic Development Program – 40 businesses)</i>	40 Businesses <i>(Business Assistance and Economic Development Program – xx businesses)</i>	100%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Provide Needed Community Services to LMI Persons	Non-Housing Community Development	CDBG: \$182,356	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	<div> <div>123,297 Persons</div> <div>58,310 Persons</div> <div>(P&amp;R After School Program – 2,500 persons; HP Library Homework Center – 375 persons; Community Beautification – 58,310 persons)</div> </div>	<div> <div>123,297 Persons</div> <div>(P&amp;R After School Program – 577 persons; HP Library Homework Center – 229 persons; Community Beautification – 122,470 persons; Hire HP Youth Workforce and Civic Engagement Program – 21 persons)</div> </div>	211.45%	<div> <div>58,310 Persons</div> <div>(P&amp;R After School Program – 500 persons; HP Library Homework Center – 75 persons; Community Beautification – 58,310 persons; Hire HP Youth Workforce and Civic Engagement Program – 18 persons)</div> </div>	<div> <div>61,725 Persons</div> <div>(P&amp;R After School Program – 340 persons; HP Library Homework Center – 139 persons; Community Beautification – 61,235 persons; Hire HP Youth Workforce and Civic Engagement Program – 11 persons)</div> </div>	105.86%
Provide Needed Infrastructure Improvements	Non-Housing Community Development	CDBG: \$520,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	<div> <div>0 Persons</div> <div>58,310 Persons</div> <div>(TBD Infrastructure Improvements)</div> </div>	<div> <div>0 Persons</div> <div>(Pacific Boulevard Lighting and Beautification Project - underway)</div> </div>	0.00%	<div> <div>3,611 Persons</div> <div>(Pacific Boulevard Lighting and Beautification Project – 3,611 persons)</div> </div>	<div> <div>0 Persons</div> <div>(Pacific Boulevard Lighting and Beautification Project – 0 persons, project underway)</div> </div>	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Support Agencies that Assist Homeless Populations	Homeless Non-Housing Community Development	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2,000 Persons <i>(Southeast Churches Service Center – 300 persons; Salvation Army – 800 person)</i>	244 Persons <i>(Salvation Army – 244 persons)</i>	12.2%	480 Persons <i>(Southeast Churches Service Center – 300 persons; Salvation Army – 180 persons)</i>	244 Persons <i>(Southeast Churches Service Center – 0 persons, program cancelled; Salvation Army – 244 persons)</i>	50.83%
Support Agencies that Assist Special Needs Populat	Non-Homeless Special Needs	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,500 Persons <i>(HP Senior Program – 1,500 persons)</i>	632 Persons <i>(HP Senior Program – 632 persons)</i>	42.13%	300 Persons <i>(HP Senior Program – 300 persons)</i>	352 Persons <i>(HP Senior Program – 352 persons)</i>	117.33%
Sustain and Strengthen Neighborhoods	Non-Housing Community Development	CDBG: \$436,937	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	4,500 Housing Units <i>(Code Enforcement – 4,500 housing units)</i>	2,045 Housing Units <i>(Code Enforcement – 2,045 housing units)</i>	45.44%	800 Housing Units <i>(Code Enforcement – 800 housing units)</i>	1,385 Housing Units <i>(Code Enforcement – 1,385 housing units)</i>	173.13%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Consistent with the City's Priority Needs outlined in the Consolidated Plan, the City allocates the largest share of its CDBG funding to non-housing community development activities (public facilities, infrastructure, and public services), preceded by the community's housing needs and program administration funded by both CDBG and HOME. As previously mentioned, the Consolidated Plan five-year priorities for assistance with CDBG and HOME funds takes into consideration several factors such as: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan needs assessment, consultation, and public participation process; 2) which activities will best meet the needs of those identified households; and 3) the extent of other non-federal resources that can be utilized to leverage/match CDBG and HOME funds to address these needs.

Overall, the approved projects and programs in the FY 2016/17 Annual Action Plan assisted as many participants as possible with limited resources available. The City contributed the maximum allowable for CDBG Public Services (15 percent of the annual allocation); however, the number of persons assisted with affordable housing (Acquisition/Rehabilitation/New Construction projects and Minor Home Rehabilitation), Public Facilities, Commercial Rehabilitation; Infrastructure, and Code Enforcement were below the expected outcomes. As a reminder, results will vary from year to year and projects that have underperformed span multiple years. The outcomes for projects and programs that are underway will be included in the FY 2016/17 Consolidated Annual Performance and Evaluation Report (CAPER).

There are currently two affordable housing projects underway with completion scheduled for FY 2017/18. As well, there are two commercial rehabilitation, two residential rehabilitation projects, one public facility, and one infrastructure project slated for completion in 2017/18.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	TOTAL
White	962	88	1,050
Black or African American	8	7	15
Asian	0	3	3
American Indian or American Native	2	2	4
Native Hawaiian or Other Pacific Islander	0	0	0
American Indian or American Native and White	0	1	1
Asian and White	1	0	1
Black or African American and White	0	0	0
American Indian or American Native and Black	1	0	1
Other Multi Racial	112	0	112
<b>TOTAL</b>	<b>1,086</b>	<b>101</b>	<b>1,187</b>
Hispanic	1,057	84	1,141
Not Hispanic	29	17	46

Table 3 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

For program year 2016/17, the majority of the CDBG allocation was invested in community development and non-community development activities, such as public facilities, public infrastructure, public services, code enforcement, administration, and affordable housing. As described in the table above, a total of 1,141 Hispanic residents, or 96 percent of all persons assisted in FY 2016/17, received some type of assistance from CDBG funded activities or services.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		\$2,241,790	\$1,273,932
HOME		\$1,106,767	\$94,714

Table 4 - Resources Made Available

### Narrative

During FY 2016/17, the City received \$3,348,557 in federal funding to address the goals and objectives of the FY 2016/17 Action Plan. Specifically, the CDBG entitlement amount for FY 2016/17 was \$1,247,328. Prior year unspent funds were \$994,462 resulting in a total of \$2,241,790 for CDBG. HOME funding for FY 2016/17 was \$466,785, plus \$639,982 in unspent prior year funds.

The expenditures during the 2016/17 program year totaled \$1,368,646 from federal resources which addressed the needs of extremely, low, and moderate-income persons. CDBG expenditures included projects and programs approved in FY 2016/17 and from prior years. A total of \$94,714 in HOME expenditures were related to the residential rehabilitation, an affordable housing project, and administration.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Huntington Park	100	100	City of Huntington Park

Table 5 – Identify the geographic distribution and location of investments

### Narrative

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility and infrastructure projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the city's total population of 61,235

residents results in a balance of 58,310 low/mod residents.

The City's Code Enforcement and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City's General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

### **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City of Huntington Park remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	Not applicable.
2. Match contributed during current Federal fiscal year	Not applicable.
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	Not applicable.
4. Match liability for current Federal fiscal year	Not applicable.
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	Not applicable.

**Table 6 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
								Not applicable.

Table 7 – Match Contribution for the Federal Fiscal Year

## HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
\$0	\$35,073	\$35,073	\$0	\$0

Table 8 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 9 – Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	<b>Total</b>	<b>Minority Property Owners</b>				<b>White Non-Hispanic</b>
		<b>Alaskan Native or American Indian</b>	<b>Asian or Pacific Islander</b>	<b>Black Non-Hispanic</b>	<b>Hispanic</b>	
Number	1	0	0	0	0	0
Dollar Amount	\$340,400	0	0	0	0	0

**Table 10 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired	0					
Businesses Displaced						
Nonprofit Organizations Displaced						
Households Temporarily Relocated, not Displaced						
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 11 – Relocation and Real Property Acquisition**

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	21	0
Number of special-needs households to be provided affordable housing units	0	101
<b>Total</b>	<b>21</b>	<b>101</b>

Table 2 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	101
Number of households supported through the production of new units	1	0
Number of households supported through the rehab of existing units	20	0
Number of households supported through the acquisition of existing units	0	0
<b>Total</b>	<b>21</b>	<b>101</b>

Table 13 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City proposed to achieve these one-year accomplishments based on the goals and objectives established in the City's five-year Consolidated Plan Priority Needs. In FY 2016/17, the City proposed to rehabilitate 17 homeowner units through the Residential Rehabilitation Program (4) and the Minor Home Repair Program (13). Of these goals, the City funded one residential rehabilitation project and nine minor home repair projects. All rehabilitation projects will be completed in early FY 2017/18, along with two additional residential rehabilitation projects

funded in prior years.

Additionally, the City partnered with the local CHDO, Oldtimers Housing Development Corporation (OHDC), on a project located at 6303 ½ Marconi Street, called the Marconi Bungalows Project. In July 2016, the Huntington Park City Council authorized an Affordable Housing Agreement granting the OHDC \$295,400 in HOME Program funds to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The proposal provides for on-site improvements, as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds. The project is slated for completion in FY 2017/18, at which point the accomplishments will be reported in that years' CAPER. Finally, the City had available HOME funds to subsidize the development of two additional rental units, but no projects were proposed for these funds and will be carried over into FY 2017/18 for development of affordable housing.

Completed in FY 2016/17 was the City's multi-year Tenant Based Rental Assistance Program. The program was originally approved and funded in FY 2013/14 and ultimately provided rental relief to 101 seniors throughout Huntington Park.

Finally, on November 15, 2016, the City Council approved a substantial amendment to the Affordable Housing Agreement with Oldtimers Housing Development Corporation-IV for the construction of a residential project located at 6614 & 6700 Middleton Street (Middleton Place Project). This Second amendment served to reduce City's subsidy from \$4,762,000 to \$2,663,222, as well as to reform both the partnership agreement between the City and developer/owner and the financial structure. The amended project will consist of the construction of 20 residential units (11 to be HOME-restricted) in a three story, elevator serviced apartment building. The site is approximately 0.40 acres and zoned high density residential, which allows for multi-family residential development. The Project will include a mix of 10 one-bedroom units (648 sq. ft.), 5 two-bedroom units (769 sq. ft.) and 5 three-bedroom units (1,038 sq. ft.). All living units will be located on the second and third floors with parking, storage, and common areas on the ground floor. The common area will consist of approximately 660 square feet and provide exercise equipment, communal kitchen and open room for residents to gather and socialize. Additionally, a laundry room will be located in the second floor. The project will include green and sustainable features that will meet minimum requirements of the Green Point Rated Program. It is anticipated that the project will be complete by the end of FY 2017/18.

**Discuss how these outcomes will impact future annual action plans.**

The slow start to both the Residential Rehabilitation and Minor Home Repair Programs was a result of insufficient staffing to properly administer the programs. However, in FY 2016/17, the City retained both a full-time rehabilitation specialist and a part-time intern to implement all of the City's rehabilitation efforts. This proved to be successful as the City was able to fund a total of 10 rehabilitation projects during the fiscal year.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	79
Low-income	0	22
Moderate-income	0	0
<b>Total</b>	<b>0</b>	<b>101</b>

**Table 14 – Number of Persons Served**

### **Narrative Information**

Actual outcomes, as reported in Table 14 above, represent participating households in the City's tenant based rental assistance program. The City provided TBRA to elderly households in Huntington Park to help maintain their housing at affordable rents. All beneficiaries were extremely-low and low income.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Huntington Park does not administer a homeless prevention program; however, two local homeless providers, the Southeast Churches Service Center and the Salvation Army Southeast Communities, both provided a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic. The Salvation Army was CDBG-funded in FY 2016/17 and will continue into FY 2017/18.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Huntington Park addressed the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes were offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes were also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000-foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

The City's Zoning Code currently allows transitional housing and emergency shelters to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic

Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also boasts a large community courtyard with a tot lot and barbeques for residents to enjoy. A community room, private counseling rooms, and computers provided space for social activities and services to support residents at Mosaic Gardens at Huntington Park.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Huntington Park continued to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness had the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City provided CDBG funding to the Salvation Army in FY 2016/17.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City continued to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless. The City also funded a Business Assistance and Economic Development program administered by Hub Cities Consortium to assist businesses with local labor and expansion services.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City focused on the development of sustainable and effective programming, consisting of: applying for short and long-term available funding; partnering with experienced service providers capable of leveraging other funding; creating secure affordable housing; performing homeless case management; and engaging the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

### **CR-30 - Public Housing 91.220(h); 91.320(j)**

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers over 450 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the Consolidated Plan, section MA-10.

#### **Actions taken to address the needs of public housing**

Not applicable.

#### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

#### **Actions taken to provide assistance to troubled PHAs**

Not applicable.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City has made the following progress in removing public sector impediments to affordable housing:

- The City has amended its Zoning Code to specifically define transitional and supportive housing and to treat as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone. Emergency homeless shelters are now regulated as a permitted use in the MPD zone, and as a conditionally permitted use in the C-G zone.
- The City has adopted a reasonable accommodation procedure. Through this ordinance, the City can provide reasonable adjustments to its rules, policies, practices and procedures to enable residents with a disability or developers of housing for people with disabilities to have an equal opportunity to access housing in the City.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Huntington Park identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City continued to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City looked for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City structured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City addressed certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City addressed community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

As a means to better protect children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The Community Development Department coordinated the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X). To reduce lead in existing housing, all rehabilitation projects funded with CDBG and HOME were tested for lead and asbestos. When a lead-hazard was present, a lead consultant was hired to provide abatement or implementation of interim controls.

The City also coordinated with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provided the City with the address of any household where there was evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City contacted the property owners and offered financial aid to assist in the abatement of the hazard. The City provided lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In late 2015, the City was awarded a \$1.75 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant enabled the City to identify and remediate lead hazards in residences occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. This is the second HUD Lead Based Paint Hazard Control Grant awarded to the City of Huntington Park. In 2009, the City was awarded \$1.57 million which allowed the City to remediate lead hazards from 90 homes.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic

conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources in program year 2016/17, the City allocated CDBG and HOME funds to support public service programs for the benefit of low to moderate-income residents. The City also expanded and created new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions were achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encouraged the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully have complied with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations requires that to the greatest extent feasible, the City provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

As the recipient of CDBG and HOME funds, the City delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department prepared the Consolidated Plan and Analysis of Impediments to Fair Housing Choice, drafted the Annual Action Plan and CAPER, as well as all other reports

required by federal rules and regulations.

The City worked with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents was vital in overcoming gaps in service delivery. The City also utilized public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

In an ongoing effort to bridge the gap of various programs and activities, the City developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. The array of partners includes, but are not limited to: the Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center; Los Angeles Legal Center; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2016/17, the City continued to foster these partnerships.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The actions listed below are primarily implemented by the Fair Housing Foundation (FHF), with coordination and oversight by the City's Community Development Department.

**1. Education and Outreach Activities**

- Action 1.1: In partnership with the FHF, continued multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distributed multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.
- Action 1.2: Coordinated FHF presentations in Huntington Park with the Community Development Department and the City's Neighborhood Improvement Coordinator to

maximize the effectiveness and attendance at these meetings.

- Action 1.3: Continued FHF's focused outreach and education to small property owners/landlords on fair housing, and familial status and reasonable accommodation issues in particular. Conducted property manager trainings within Huntington Park on a regular basis, targeting managers of smaller properties and Section 8 landlords.
- Action 1.5: Coordinated with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Directed local realtors to RSAR's monthly courses aimed at assisting realtors in better serving the minority community.
- Action 1.6: Continued open representation on Huntington Park's Commissions which address housing and related community development issues for residents to voice their concerns. These bodies include: Planning Commission; Parks and Recreation Commission; Health and Education Commission; Arts and Culture Commission; Youth Commission; and Historic Preservation Commission.

## **2. Enforcement Activities**

- Action 2.1: Continued to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that cannot be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.
- Action 2.2: On an annual basis and in coordination with the FHF, review discrimination complaints to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.
- Action 2.3: Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the Huntington Park Community Development Department and the FHF.
- Action 2.4: Continued the collection of national origin data on both discrimination and general housing clients by the Fair Housing Foundation to determine whether discriminatory housing practices are occurring specifically based on national origin.
- Action 2.5: Coordinated review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.

## **3. Monitoring Lending, Housing Providers, and Local Real Estate Practices**

- Action 3.1: In cooperation with FHF, monitored the reasons for denial of home purchase, refinancing and home improvement loans. Contacted local lenders in Huntington Park to provide additional education and outreach to the community on the approval process,

how to improve credit ratings, and available favorable home purchase tools.

- Action 3.2: Helped protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City's website and other means.
- Action 3.3: Coordinated with the Rancho Southeast Association of Realtors and the FHF in conducting outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties.
- Action 3.4: Contacted local periodicals (The Wave, El Aviso) to urge them to publish a fair housing disclaimer in their classified real estate advertisements. Contacted these periodicals, as well as the LA Times, to publish a no pet's disclaimer for rental housing stating that "no pets allowed" may still be required to rent to disabled persons requiring a service or companion animal.
- Action 3.5: Continued to include non-discriminatory and fair housing language in all City Agency affordable housing contracts and agreements. Monitored property management firms of HOME-assisted projects for adherence with affirmative marketing actions and compliance with applicable regulations in the advertisement of available units.

#### **4. Investigative Testing and Auditing Local Real Estate Markets**

- Action 4.1: Continued to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability.

#### **5. Land Use Policies to Affirmatively Further Fair Housing**

- Action 5.1: Implemented Huntington Park's reasonable accommodation ordinance to provide reasonable modifications to the City's rules, policies, practices or services when such reasonable modifications may be necessary to afford a person with a disability an equal opportunity to access housing in the City.
- Action 5.2: Provided continuous implementation of the City's Affordable Housing Density Bonus as a means of enhancing the economic feasibility of affordable housing development.
- Action 5.3: Ensured that CUP conditions placed on community care facilities with seven or more occupants were focused on neighborhood compatibility and ensuring proper management and licensing, and did not act to constrain the provision of such facilities.
- Action 5.4: Continued to accommodate transitional and supportive housing in all zone districts where other residential uses are permitted and only subject to those restrictions that apply to other residential uses of the same type in the same zone.
- Action 5.5: Continued to accommodate emergency homeless shelters as a permitted use in the MPD zone, and as a conditionally permitted use in the C-G zone.

## **6. Increasing Geographic Choice in Housing**

- Action 6.1: Continued to facilitate the provision of affordable housing throughout the community through City assistance and site assembly, combined with various zoning incentives. Provided affordable and accessible housing to special needs populations, including the disabled, seniors and large family households.
- Action 6.2: Continued to implement a neighborhood improvement program, code enforcement program, and residential rehabilitation program as key tools to sustaining neighborhoods.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual on-site visit to some subrecipients to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided when necessary.

The City also performed project monitoring of all rent restricted affordable units assisted with HOME, CDBG, and the former Redevelopment Agency Housing Set-Aside Funds, and in accordance with 24 CFR 92.504 (d):

- Annual audits for compliance with regulatory agreement affordability covenants; and
- On site visits, which include property inspections of randomly selected units assisted with HOME, CDBG, and former Redevelopment Agency Housing Set- Aside Funds.

In addition, the City encouraged minority business outreach in all of its federally assisted (CDBG and HOME) construction work in excess of \$2,000. As part of the Notice Inviting Bid procedures, the City requires subrecipients undertaking improvements, reconstruction, or rehabilitation of community and private facilities, infrastructure projects, and affordable housing development to make a good faith effort to hire women or minority based businesses and to require equal employment opportunity for all individuals and business concerns.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Pursuant to 24 CFR Part 91, the City solicited public review and comment on the draft 2016/17 Consolidated Annual Performance and Evaluation Report (CAPER). The public review period was 15 days (August 31, 2017 to September 19, 2017). The City received no comments on the CAPER.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

On December 6, 2016, Huntington Park substantially amended its FY 2016/17 Annual Action Plan and 2015/16-2019/20 Consolidated Plan, to incorporate the following actions:

- Cancel the Pacific Boulevard Revitalization Project which was originally allocated \$520,000 in CDBG funds in the FY 2016/17 Annual Action.
- Allocate \$520,000 in CDBG public facility funds to the Pacific Boulevard Lighting and Beautification Project.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

Not applicable.

## CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Under the terms of the City's Affordable Housing Agreements or Disposition and Development Agreements (DDA), developers must maintain the interior and exterior of their projects and all housing units in a decent, safe and sanitary manner, in accordance with 24 CFR 92.251 of the HOME Regulations. Property owners must annually certify to the City that the building and all HOME assisted units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the City's ongoing property standards in accordance with 24 CFR 92.251(f).

The following chart summarizes property inspections slated at least once every three years each project's the period of affordability per 24 CFR 92.504(d).

Project	Project Units		Three Year Property Inspection Schedule		
	Total Units	HOME Units	FY 2014-15	FY 2015-16	FY 2016-17
Huntington Plaza Apartments (6330 Rugby Avenue)	184	91	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Casa Bonita Senior Apartments (6512-6532 Rugby Avenue)	80	22	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mosaic Gardens at Huntington Park (6337 Middleton Street)	24	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oldtimers Housing Development Corporation (6342-6344, 6308-6312 & 6340 Bissell, 6822 Malabar)	25	24	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

City staff inspected the units at Huntington Plaza Apartments and the Mosaic Gardens at Huntington Park in Fiscal 2014/15 and, afterwards, issued clearance letters, and no further inspections are required until FY 2017/18. No issues were noted, and all projects were determined to be compliant with the City's property standards. Property inspections of HOME restricted units and the common areas have been scheduled for the Casa Bonita Senior

Apartments and inspections are pending for the Oldtimers Housing Development Corporation properties.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

In its Affordable Housing Agreements and DDAs, the City requires developers to adopt and implement affirmative marketing procedures and requirements in accordance with Section 92.351 of the HOME Regulations. In annually monitoring projects, property managers for Huntington Plaza Apartments, Casa Bonita Apartments, and Mosaic Gardens at Huntington Park each submitted an Annual Affirmative Marketing Analysis Report. Affirmative marketing requirements were met in accordance with the Owners' approved Affirmative Marketing Plans and tenant selection policies.

Monitoring documents are pending from the properties owned by Oldtimers Housing Development Corporation.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

Huntington Park receipted and ultimately drew down \$35,073 in HOME program income in FY 2016/17. Consistent with HUD regulations, the City drew down program income before requesting funds from the HOME letter of credit. The \$35,073 was drawn down on one residential rehabilitation project.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

The City previously provided HOME funds and other sources to multiple rental development projects such as the affordable housing at 6337 Middleton Street Mosaic Gardens at Huntington Park Project. The previous 55-room was acquired, rehabilitated and converted into a 24-unit rental housing project with HOME and multiple funding sources, including approximately \$6.0 million in tax credit funds. In addition, the City has leveraged HOME with other funding for the following restricted projects:

Date Completed	Project Name	Address	Project Type	Total Units	Restricted Units	Affordability Period	Funding Sources
1997	Huntington Plaza Senior Apartments	6330 Rugby Avenue	Senior Rental Housing	184	37 Very Low Income 37 Low Income	2050	Section 108, Tax Credits, HOME
12002	Casa Bonita	6512 Rugby Avenue	Senior Rental Housing	80	80 Very Low Income	2057	HOME, Industry Set-Aside, Tax Credits, AHP
2008	Bissell III Apts	6340 Bissell Street	Family Rental Housing	4	4 Low Income	2062*	HOME, CDFI
2001	Bissell I Apts	6342-44 Bissell Street	Family Rental Housing	4	4 Low Income	2062*	HOME, CDFI
2003	Bissell II Apts	6308-6312 Bissell Street	Family Rental Housing	7	2 Very Low Income 4 Low Income	2062*	HOME, CDFI
2008	6822 Malabar Street	6822 Malabar Street	Family Rental Housing	10	2 Very Low Income 8 Low Income	2063	HOME, CDFI